


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

**TENDER NO: 383S/2022/23**

**TENDER DESCRIPTION: Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities.**

**CONTRACT PERIOD: From Date of Commencement Not Exceeding 30 June 2027**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 27 June 2023

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 120

**TENDER FEE:**

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

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

TENDER SERIAL NO.:
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
1
2
3

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## VOLUME 1: THE TENDER

### (1) GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	<b>19 May 2023</b>
<b>CLARIFICATION MEETING</b>	:	<b>6 June 2023 from 09h45 to 12h00</b> (Not compulsory, but strongly recommended)
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	Platinum Boardroom, Ground Floor, Transport Management Centre (TMC), 191 Hugo St, Richmond Estate, Goodwood, Cape Town, 7460, South Africa, Western Cape.  Or via <a href="https://meet.capetown.gov.za/trezlin.williams/1LC9P90B">https://meet.capetown.gov.za/trezlin.williams/1LC9P90B</a>
<b>TENDER BOX &amp; ADDRESS</b>	:	<b>Tender Box as per front cover</b> at the <b>Tender &amp;Quotation Boxes Office</b> , 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.  : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement <b>“TENDER NO. 383S/2022/23: Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities</b> , the tender box No. 120 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.
<b>CCT TENDER REPRESENTATIVE</b>		Name: Tony Le Fleur Tel. No.: (021) 400 – 4737 / 084 900 – 0912 Email: <a href="mailto:Tony.leFleur@capetown.gov.za">Tony.leFleur@capetown.gov.za</a>

The Employer’s Information Officer who is responsible for overseeing questions in relation to data protection, may be contacted at [Popia@capetown.gov.za](mailto:Popia@capetown.gov.za).

The closing time for receipt of tender is 10h00 on Wednesday, the 26th of October 2022.

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued- electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

- 1.1 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 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;
- 1.2 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;
- 1.3 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;
- 1.4 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-contractors' 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.
- 1.5 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 to the third party (or a legitimate interest exists therein);
- 1.6 That, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request of description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 1.7 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.

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

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

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

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

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

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

#### 2.1.2 Interpretation

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

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

#### 2.1.3 Communication during tender process

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

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

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

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

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

## **2.1.5 Procurement procedures**

### **2.1.5.1 General**

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

The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be from the date of commencement not exceeding 30 June 2027.

### **2.1.5.2 Proposal procedure using the two stage-system**

A two-stage system will not be followed.

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

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

### **2.1.5.3 Nomination of Standby**

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

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

### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

### **2.1.6.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

### **2.1.7 City of Cape Town Supplier Database Registration**

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

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

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

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

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

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

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

#### 2.2.1.1.1 Submit a tender offer

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

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

#### 2.2.1.1.3 Compulsory clarification meeting

**Not Applicable.**

#### 2.2.1.1.4 Minimum score for functionality

**Not Applicable.**

#### 2.2.1.1.5 Provision of samples

**Not Applicable.**

#### 2.2.1.1.6 Mandatory Key Personnel

In order to be declared responsive, the tenderer must have the following mandatory key personnel in its permanent employment at the close of tender and throughout the contract period or for as long as indicated below. Alternatively, a letter of undertaking from an individual confirming they undertake to attended to the specific role if awarded or a signed undertaking from a sub-contracting firm with the required personnel, stating



that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking detailing the duration of the undertaking and guarantee of skills must be attached to Schedule 14A.

Proof of qualification (for NQF level) and Curriculum Vitae (C.V) must be submitted for all mandatory key personnel stipulated below. The tenderer will be responsible for ensuring the qualifications are SAQA verifiable if requested.

The mandatory key personnel cannot be nominated to perform more than one position (discipline).

The mandatory key personnel shall include:

Mandatory Key Personnel	Experience	Qualifications
1 x Contract Manager	7 years' accumulated experience post qualification specifically as a contract manager in advertising related projects.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Manager: Repairs and Maintenance	7 years' accumulated experience post qualification specifically as a manager in repairs and maintenance of advertising infrastructure related projects. This includes the preparation of maintenance schedules and ensuring that repairs are done in line with the engineering guidelines.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Manager: Cleansing	3 years' accumulated experience post qualification specifically as a manager in cleaning related projects. This includes experience in planning and managing cleaning teams.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Coordinator: Application and Removal of Advertising Artwork from Infrastructure	3 years' accumulated experience post qualification specifically in the application and removal of advertising artwork on infrastructure, the restoration of damage to the advertising infrastructure and/or brand on the infrastructure.	NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4)
1 x Manager: Marketing and Sales	3 years' accumulated experience post qualification specifically as a manager in marketing and/or sales of advertising opportunity in advertising related projects.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Project Administrator	3 years' accumulated experience post qualification specifically as a project manager and administrator in advertising related projects.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)
1 x Manager: Inventory and Data Management	5 years' accumulated experience post qualification specifically in inventory management (including software), forecasting strategies, conducting tracking and data analysis.	NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field)

Tenderers must furnish this information on Schedule 14.

Should it become necessary to replace any of the mandatory key personnel listed at the time of tender during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the prior written approval of the Employer. Mandatory key personnel may not be replaced during the tender process.

### 2.2.2 Cost of tendering

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

### 2.2.3 Check documents

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

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

#### **2.2.4 Confidentiality and copyright of documents**

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

#### **2.2.5 Reference documents**

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

#### **2.2.6 Acknowledge and comply with notices**

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

#### **2.2.7 Clarification meeting**

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

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

#### **2.2.8 Seek clarification**

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

#### **2.2.9 Pricing the tender offer**

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

#### **2.2.10 Alterations to documents**

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

#### **2.2.11 Alternative tender offers**

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

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

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

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

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

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

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

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

#### **2.2.12 Submitting a tender offer**

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

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

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

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

<b>Part</b>	<b>Heading</b>
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

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

**2.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

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

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

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

**2.2.12.10** Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre,

12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

#### **2.2.13 Information and data to be completed in all respects**

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

#### **2.2.14 Closing time**

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

**2.2.14.2** Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

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

#### **2.2.15 Tender offer validity and withdrawal of tenders**

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

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

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

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

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

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

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

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

### **2.2.17 Provide other material**

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

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

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

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

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

### **2.2.18 Samples, Inspections, tests and analysis**

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

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

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

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

### **2.2.19 Certificates**

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

#### **2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation**

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

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

#### **2.2.19.2 Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration

Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

#### **2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993**

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

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

#### **2.2.21 Claims arising from submission of tender**

The tenderer warrants that it has:

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

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

## **2.3 The CCT's undertakings**

### **2.3.1 Respond to requests from the tenderer**

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

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

### **2.3.2 Issue Notices**

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

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

### **2.3.3 Opening of tender submissions**

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

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

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

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

### **2.3.4 Two-envelope system**

**2.3.4.1** Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

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

### **2.3.5 Non-disclosure**

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

### **2.3.6 Grounds for rejection and disqualification**

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

### **2.3.7 Test for responsiveness**

**2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

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

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

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

### **2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

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

**2.3.8.2** The CCT must correct the arithmetical errors in the following manner:

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

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

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

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

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



### 2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

### 2.3.10 Evaluation of tender offers

#### 2.3.10.1 General

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

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

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

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

#### 2.3.10.2 Decimal places

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

#### 2.3.10.3 Scoring of tenders (price and preference)

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

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

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

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

**2.3.10.3.4** Applicable formula:

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

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and

including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.  
Price shall be scored as follows:

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

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

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

Table B1: Awards UP TO R100 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	<b>Gender are women (ownership)*</b> More than 50% women ownership = 5/ 2.5 points Less than 50% women ownership = 2.5/ 1.25 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Identification Documentation</li> <li>CSD report</li> </ul>
2	<b>Race are black persons (ownership)*</b> More than 50% black ownership = 5/ 2.5 points Less than 50% black ownership = 2.5/ 1.25 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> <li>Proof of B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Identification Documentation.</li> <li>CSD report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b> WHO disability guideline 1-100% ownership = 5/ 2.5 points 0% ownership = 0 points	5	<ul style="list-style-type: none"> <li>Proof of disability</li> <li>Company Registration Certification</li> <li>Identification Documentation</li> </ul>
<ul style="list-style-type: none"> <li><i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i></li> </ul>			
4	<b>Promotion of Micro and Small Enterprises</b> 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)  SME partnership, sub-contracting, joint venture or consortiums	5	<ul style="list-style-type: none"> <li>Proof of B-BBEE status level of contributor;</li> <li>South African owned enterprises;</li> <li>Financial Statement to determine annual turnover</li> </ul>
	<b>Total points</b>	<b>20</b>	

\*Ownership: main tendering entity

#### **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 City'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 employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

**2.3.12.5** The CCT reserves the right to nominate an 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.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 383S/2022/23**

**TENDER DESCRIPTION: Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities.**

**CONTRACT PERIOD: From Date of Commencement Not Exceeding 30 June 2027.**

## VOLUME 2: RETURNABLE DOCUMENTS

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

#### 1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other: .....

#### 1.2 Required Details (Please provide applicable details in full):

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

## (4) FORM OF OFFER AND ACCEPTANCE

### TENDER 383S/2022/23 Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities.

#### OFFER: (TO BE FILLED IN BY TENDERER):

**Required Details** (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3



## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER 383S/2022/23 Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities.

#### ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

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

The terms of the contract are contained in:

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

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

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

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

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

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

## FORM OF OFFER AND ACCEPTANCE (continued)

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

### Schedule of Deviations

#### Notes:

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

1 Subject .....

Details .....

.....  
.....  
.....

2 Subject .....

Details .....

.....  
.....  
.....

3 Subject .....

Details .....

.....  
.....  
.....

4 Subject .....

Details .....

.....  
.....  
.....

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

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

## (5) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, 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".

### Pricing Instructions:

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

### Summary Price Schedule:

SUMMARY OF ADVERTISING OPPORTUNITIES		TOTAL PER MONTH			
		INCLUDING MAINTENANCE OBLIGATION		EXCLUDING MAINTENANCE OBLIGATION	
		Rental rate the Advertising Contractor would pay the City	Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor	Rental rate the Advertising Contractor would pay the City	Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor
1.	Section 1: Back of buses & inside of buses				
2.	Section 2: Bus shelters & bus stops				
3.	Section 3: Stations				

SUMMARY OF ADVERTISING OPPORTUNITIES		TOTAL PER MONTH			
		INCLUDING MAINTENANCE OBLIGATION		EXCLUDING MAINTENANCE OBLIGATION	
		Rental rate the Advertising Contractor would pay the City	Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor	Rental rate the Advertising Contractor would pay the City	Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor
4.	Section 4: Blue & Yellow Legacy bus shelters				
5.	Additional opportunities identified by the contractor and agreed with by the City's Project Manager prior to application				
TOTAL EXCLUDING VAT					

INITIALS OF CITY OFFICIALS		
1	2	3

## Detailed Price Schedule:

ADVERTISING OPPORTUNITY		Units	INCLUDING MAINTENANCE OBLIGATION				EXCLUDING MAINTENANCE OBLIGATION			
			Rental rate the Advertising Contractor would pay the City		Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor		Rental rate the Advertising Contractor would pay the City		Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor	
			Per unit per month	Total per month	Per unit per month	Total per month	Per unit per month	Total per month	Per unit per month	Total per month
1.	SECTION 1: MYCITI BUSES									
1.1	Full back of bus	Buses								
1.2	Back window of bus only	Buses								
1.3	Data strips	Metres								
1.4	Safety straps	Straps								
1.5	Back of seats	Poster								
1.6	Digital screens	Screen								
Total carried over to Summary Schedule										
2.	SECTION 2: MyCiTi BUS STOP /SHELTERS									
2.1	Backlit Posters	Poster								

ADVERTISING OPPORTUNITY		Units	INCLUDING MAINTENANCE OBLIGATION				EXCLUDING MAINTENANCE OBLIGATION			
			Rental rate the Advertising Contractor would pay the City		Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor		Rental rate the Advertising Contractor would pay the City		Rate the City would pay for specific MyCiTi/CCT advertising to Advertising Contractor	
			Per unit per month	Total per month	Per unit per month	Total per month	Per unit per month	Total per month	Per unit per month	Total per month
2.2	Non-backlit posters	Poster								
2.3	A0 info panels	Poster								
2.4	Back of shelters	Poster								
2.5	Pole ads (A3)	Pole ads								
Total carried over to Summary Schedule										
3.	SECTION 3: STATIONS									
3.1	Interior data panels	Metres								
3.2	Exterior data panels	Metres								
3.3	Backlit inside posters	Poster								
3.4	Digital (provide a description)	Screen								
Total carried over to Summary Schedule										
4.	SECTION 4: BLUE & YELLOW LEGACY BUS SHELTERS									
4.1	A0 info panels	Poster								
4.2	>A0 info panels	Poster								
4.3	A0 advertising panels	Poster								
4.4	>A0 advertising panels	Poster								
Total carried over to Summary Schedule										
5.	ADDITIONAL OPPORTUNITIES IDENTIFIED BY CONTRACTOR AND AGREED TO BY PROJECT MANAGER PRIOR TO APPLICATION									
TOTAL EXCLUDING VAT										

TENDER NO: 383S/2022/23

INITIALS OF CITY OFFICIALS		
1	2	3

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

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

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

Account Holder: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Branch Code: \_\_\_\_\_

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

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

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

## Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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



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

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

4.1 If YES, furnish particulars below


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

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

\_\_\_\_\_  
 Date

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

### Definitions

The following definitions shall apply to this schedule:

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

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 the 80/20 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 the 80/20 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 the 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Gender are women (ownership)*</b> More than 50% women ownership = 5/ 2.5 points Less than 50% women ownership = 2.5/ 1.25 points 0% women ownership = 0 points	5	
<b>Race are black persons (ownership)*</b> More than 50% black ownership = 5/ 2.5 points Less than 50% black ownership = 2.5/ 1.25 points 0% black ownership = 0 points	5	
<b>Disability are disabled persons (ownership)*</b> WHO disability guideline 1-100% ownership = 5/ 2.5 points 0% ownership = 0 points	5	
<b>Promotion of Micro and Small Enterprises</b> 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  SME partnership, sub-contracting, joint venture or consortiums	5	
<b>Total points</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....  
 .....  
 .....  
 .....

For official use.

**SIGNATURE OF CITY OFFICIALS AT  
TENDER OPENING**

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

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

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

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars .....

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

3.15.1 If yes, furnish particulars .....

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

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

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

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

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

\_\_\_\_\_  
Date

**<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –**

- (a) a member of –**
  - (i) any municipal council;**
  - (ii) any provincial legislature; or**
  - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

**<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.**

## Schedule 5: Conflict of Interest Declaration

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

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

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


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

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

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

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

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


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

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

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

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

\_\_\_\_\_  
Date



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

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

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

Item	Question	Yes	No
2.1	<p><b>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?</b></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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p><b>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?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p><b>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?</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
2.7.1	If so, furnish particulars:		

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

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

\_\_\_\_\_  
 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

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

The tenderer:

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

Physical <b>Business</b> address(es) of the tenderer	Municipal Account number(s)

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

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

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

\_\_\_\_\_  
Date

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

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

**Year 1:**

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

Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the tendered price is fixed and firm.

**Year 2:**

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index. Base month for the price adjustment shall be two (2) calendar months prior to the date of commencement. The end month shall be two (2) calendar months prior to the 13th month. Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the tendered price is fixed and firm.

**Year 3:**

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The end month shall be two (2) calendar months prior to 24th month. Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the tendered price is fixed and firm.

- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
- Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000
  - OR**
  - by email to: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za)
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

That:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

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

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

**Schedule 10: Price Basis for Imported Resources**

Not Applicable.

## Schedule 11: List of other documents attached by tenderer

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

	<b>Date of Document</b>	<b>Title of Document or Description</b> <b>(refer to clauses / schedules of this tender document where applicable)</b>
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 12: Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....



**Schedule 13: Information to be provided with the tender**

The following information shall be provided with the Tender:

- a. Tenderers are to provide proof of qualifications (for NQF level) and Curriculum Vitae (C.V) for each mandatory key personnel referred to in section 2.2.1.1.6 of the Conditions of Tender and in Schedule 14B at time of closing of this tender in order to be considered responsive for this tender.
- b. Schedule 14B and 14C must be completed at time of closing of this tender in order to be considered responsive for this tender.

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 14: Information to be Provided with the Tender

The tenderer must attach to this schedule, the documentation as stipulated in Part 13.4, clause 30 and its sub-clauses:

	<b>Date of Document</b>	<b>Title of Document or Description</b> (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.

## Schedule 14A: Details of qualification and experience of staff

The tenderer is referred to section 2.2.1.1.6 of the Conditions of Tender. Tenderers shall set out in the Schedule hereunder details of the listed staff's accumulated experience in work of a similar nature (advertising related projects) to that for which their Tender is submitted. **Tenderers are required to complete this Schedule at time of closing of this tender in order to be considered responsive for this tender. Proof of qualifications (for NQF level) and Curriculum Vitae (C.V) must be submitted for each of the staff below at time of closing of this tender in order to be considered responsive for this tender.**

<b>Contract Manager</b>	<b>Minimum Requirements:</b> Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field) Experience: 7 years' accumulated experience post qualification specifically as a contract manager in advertising related projects.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)

<b>Manager: Repairs and Maintenance</b>	<b>Minimum Requirements:</b> Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field) Experience: 7 years' accumulated experience post qualification specifically as a manager in repairs and maintenance of advertising infrastructure related projects. This includes the preparation of maintenance schedules and ensuring that repairs are done in line with the engineering guidelines.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)

<b>Manager: Cleaning</b>	<b>Minimum Requirements:</b> Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field) Experience: 3 years' accumulated experience post qualification specifically as a manager in cleaning related projects. This includes experience in planning and managing cleaning teams.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)

<b>Coordinator: Application and Removal of Advertising Artwork from Infrastructure</b>	<b>Minimum Requirements:</b> Qualification: NQF 4 (Grade 12 (National Senior Certificate) and National (vocational) Cert. level 4) Experience: 3 years' accumulated experience post qualification specifically in the application and removal of advertising artwork on infrastructure, the restoration of damage to the advertising infrastructure and/or brand on the infrastructure.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)

<b>Manager: Marketing and Sales</b>	<b>Minimum Requirements:</b> Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field) Experience: 3 years' accumulated experience post qualification specifically as a manager in marketing and/or sales of advertising opportunity in advertising related projects.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)

<b>Project Administrator</b>	<b>Minimum Requirements:</b> Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field) Experience: 3 years' accumulated experience post qualification specifically as a project manager and administrator in advertising related projects.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)



<b>Manager: Inventory and Data Management</b>	<b>Minimum Requirements:</b> Qualification: NQF 7 (Bachelor's degree, Advanced Diplomas, Post Graduate Certificate or B-tech in any field) Experience: 5 years' accumulated experience post qualification specifically in inventory management (including software), forecasting strategies, conducting tracking and data analysis.				
Name:..... NQF Level:..... Qualification:..... Total overall work experience (years + months):.....					
CLIENT/ EMPLOYER	NATURE OF WORK	POSITION HELD	SPECIFIC ADVERTISING RELATED EXPERIENCE: START DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: END DATE (dd/mm/yy)	SPECIFIC ADVERTISING RELATED EXPERIENCE: DURATION (dates + months + years)

Number of sheets appended by the tenderer to this Schedule.....(if nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

### Schedule 14B: Proven Track Record of Tenderer

In order to be declared responsive, the tenderer must have the relevant experience as outlined below:

- A proven track record in managing more than 300 sites over the last 10 years;
- A minimum of 10 years' experience in maintenance and repair of outdoor built infrastructure;
- Demonstrated that it has the necessary resources and skills to successfully complete this contract.

Tenderers are to provide the necessary information outlined above in the table provided below with supporting evidence (proof of previous work). Prospective tenderers will be evaluated on the documents provided in their bid submission as outlined in Part 13.4, clause 30 and all its sub-paragraphs, and the completion of the schedules as directed. **Tenderers are required to complete this Schedule at time of closing of this tender in order to be considered responsive for this tender.**

PREVIOUS PROJECT (SCOPE OF PROJECT)	PROJECT DURATION / LENGTH (dates + months + years)	PROJECT VALUE

**Schedule 14C: Organisational Structure**

The tenderer shall submit an organisational structure reflecting all the resources available to fulfil this contract including those listed in Schedules 14A. The organisation structure to indicate the various resource teams in terms of carrying out maintenance and advertising works. This structure shall also reflect the reporting lines within the structure and should be represented in a form of an organogram.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 383S/2022/23**

**TENDER DESCRIPTION: Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities.**

**CONTRACT PERIOD: From Date of Commencement Not Exceeding 30 June 2027.**

## VOLUME 3: DRAFT CONTRACT

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

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 3: DRAFT CONTRACT

### (7) SPECIAL CONDITIONS OF CONTRACT

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

#### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

#### **3. General Obligations**

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

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

3.5 The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The **purchaser** shall:

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

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

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

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

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

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

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

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

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

*Add the following after clause 5.4:*

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

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

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

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

5.8 Intellectual Property

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

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

- 5.8.3 The supplier shall, and warrants that it shall:

- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.4 above;

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

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the

Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

## **7. Performance Security**

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

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

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

## **11. Insurance**

*Add the following after clause 11.1:*

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

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

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



the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

## **15. Warranty**

*Add to Clause 15.2:*

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

## **16. Payment**

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

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

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

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

a) Prices will be subject to Contract Price Adjustment as per **Returnable Schedule 8**.

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

#### 17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

#### 17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

#### 17.5.3 Adjustment for variation in labour and material Costs

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

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

## **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

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

## **20. Subcontracts**

*Add the following after clause 20.1:*

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

## **22. Penalties**

*Delete clause 22.1 and replace with the following:*

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

The penalties for this contract is stipulated below in the penalty table.

- 22.2 Subject to the remaining provisions of this clause, without limiting the CCT's right to impose Penalties in accordance with the Penalty Schedule, the following shall apply in relation to Penalties as a result of:

- 22.2.1 A breach of the specifications (Part 13):

- 22.2.1.1 where the Advertising Contractor has notified the CCT of any repair or maintenance required to any of the Advertising Sites, the Advertising Contractor shall be afforded a period of 10 (ten) business days in which to effect such repairs or maintenance;

- 22.2.1.2 where the Advertising Contractor fails to notify the CCT timeously, as contemplated in clause 22.2.1.1 above, and the CCT identifies repairs or maintenance required to any of the Advertising Sites and notifies the Advertising Contractor accordingly, in writing, the Advertising Contractor shall then be obliged to effect such repairs or maintenance within 3 (three) business days from the date of such notification;
- 22.2.1.3 failure by the Advertising Contractor to comply with clauses 22.2.1.1. and 22.2.1.2 above, within the stipulated time periods, shall attract Penalties in accordance with the Penalty table below.
- 22.2.2 Under-disclosure of Advertising Sites sold to third parties
- 22.2.2.1 The Advertising Contractor shall, on a Monthly basis, be obliged to provide the CCT with:
- 22.2.2.1.1 comprehensive written details of all Inventory, specifying which Advertising Sites were sold during that Month, and which Advertising Sites were vacant;
- 22.2.2.1.2 a schedule of all agreements concluded between the Advertising Contractor and Advertisers, specifying the Advertising Sites to be utilised, the period of utilisation, and the rate at which such Advertising Sites are being rented by the Advertisers, which schedule shall be in a form prescribed by the CCT from time to time;
- 22.2.2.1.3 a copy of each complete signed contract concluded during that Month between the Advertising Contractor and any Advertiser, including any amendments and/or variations to such contracts in whatever form concluded.
- 22.2.2.2 Based on the information provided by the Advertising Contractor, to the extent that there is a discrepancy between Advertising Sites as specified by the Advertising Contractor or vacant Advertising sites identified by the CCT, and based on the CCT's own monitoring, resulting in an under-disclosure of actual sold Advertising Sites by the Advertising Contractor, the CCT shall be entitled to impose a Penalty of an amount equal to 7.5% of the total monthly Inventory (whether sold or not) ("Under-disclosure Penalty").
- 22.3 The CCT shall use its reasonable endeavours to inform the Advertising Contractor of Penalties and Under-Disclosure Penalties by way of a notice delivered to the Advertising Contractor by no later than 10 (ten) business days after the date on which the CCT Contract Manager became aware of the event ("Penalty Notice"). The Penalty Notice shall include a detailed description of all the facts which lead the CCT to conclude that it is entitled to impose the Penalty or the Under-Disclosure Penalties in question upon the Advertising Contractor. (The CCT shall include in the aforesaid Penalty Notice the evidence upon which it bases its allegations).
- 22.4 Penalty Notices received by the Advertising Contractor after the 25th of a Month shall (subject to clauses 22.5 and 22.6 below) be reflected, reported and paid for by the Advertising Contractor in the following monthly payment.
- 22.5 Should the Advertising Contractor dispute the imposition or amount of a particular Penalty, the Advertising Contractor shall be entitled, by Notice to the CCT given within 7 (seven) business days of receipt of the Penalty Notice, to refer the dispute to the CCT's Manager: Public Transport Facilities Management for resolution. Until such time as the dispute has been resolved by the CCT's Manager: Public Transport Facilities Management, the relevant Penalty shall be suspended. In the event that the dispute is determined against the Advertising Contractor, the CCT Contract Manager shall levy the imposed Penalty immediately, and the Penalty shall (subject to clause 6), become payable within 30 (thirty) calendar days of the CCT Contract Manager informing the Advertising Contractor of the decision.
- 22.6 To the extent that the Advertising Contractor wishes to dispute the CCT Contract Manager: Public Transport Facilities Management's decision, it shall be entitled to do so by referring the dispute for resolution in terms of clause 27 of the General Conditions of Contract by not later than the 3rd Business Day after the CCT Contract Manager advised the Advertising Contractor of the decision in clause 4 above, provided that:
- 22.6.1 the Advertising Contractor shall bear the onus of proving that the CCT was not entitled to impose a Penalty; and
- 22.6.2 the Penalty, as imposed by the CCT Contract Manager shall (notwithstanding the referral of the dispute for determination in terms of clause 4 above) not be suspended, but levied immediately, payable as provided above

and paid within 30 (thirty) calendar days of the CCT Contract Manager informing the Advertising Contractor of its decision.

- 22.7 Should the Advertising Contractor not dispute a Penalty as provided in clause 22.5 above, the Advertising Contractor shall be deemed to have accepted the Penalty, and the Penalty shall be deductible by the CCT from the ensuing monthly invoice and/or any future amounts payable to the Advertising Contractor.
- 22.8 Any Penalties issued shall not preclude the CCT from its other remedies provided for in terms of this contract for breach or non-fulfilment by the Advertising Contractor of any of its obligations.
- 22.9 The CCT reserves the right, at its discretion, and with adequate justification or proof of extenuating circumstances supplied by the Advertising Contractor, to waive or reduce any fines, or Under-Disclosure Penalty or Penalty, and to extend any periods provided for in the Penalty Schedule. Any such waiver or reduction of a fine or extension of a period by the CCT in certain instances shall not be relied upon by the Advertising Contractor as a precedent for such waiver, reduction or extension. Having waived or reduced a fine or extended the period in some instances do not establish a precedent as to waiver or reduction of fines or extended periods in future.
- 22.10 All Penalties, excluding the Under-Disclosure Penalty, expressed as a Rand value at the Commencement Date shall increase annually on the anniversary of the Commencement Date by the same percentage as the percentage increase in the CPI for the preceding 12 Month period.

**Penalty Table**

Nr.	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
<b>Approval Related Penalties</b>				
1	Submitting an application with the EMD within the 7 (seven) business days allowed, as set out in clause 17.	Failure to lodge an application within the timeframe.	Immediately	R1 200 per day or any portion thereof beyond the stated timeframe.
2	Apply and receive approval to advertise on a site.	Failure to apply to the CCT for approval to advertise on a site or advertising on a site without approval being received.	Immediately	R1 200 per day or any portion thereof until approval is received or the advertising is removed.
3	Comply with all aspects of the CCT Outdoor Advertising Bylaw.	Failure to comply with the CCT Outdoor Advertising Bylaw.	Immediately	R1500
<b>Maintenance and Cleaning Related Penalties</b>				
4	Executing repairs or maintenance within the timeframe stipulated in the specifications.	Not executing repairs or maintenance within the timeframe allowed.	Timeframe per relevant incident.	R600 per day or any portion thereof beyond the applicable timeframe
5	Graffiti should be removed / painted over within 5 (five) business days	Failure to remove / paint over graffiti within 5 (five) business days	Within 5 (five) business days of occurrence	R600 per day or any portion thereof beyond the 5 business days
6	Maintenance workmanship shall be of a high quality and maintain the standards of material, equipment and fit.	Poor Workmanship in executing maintenance work. Inferior quality parts/ materials used. Fit and finish of poor quality	Immediately	R1 200 per day until the quality of workmanship has been restored.
7	Cleaning up on completion of maintenance work	Not cleaning up on completion of work	Immediately	R1 200 per day until the cleaning up has been completed.

Nr.	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
8	On completion of cleaning tasks, surfaces should be clean with no smudges, marks or residual dirt.	Smudges, marks and residual dirt, etc. still visible after cleaning was scheduled to be done.	Immediately	R1 200 per day until the service level has been reached.
9	Safe work practices (adequate signage, cordoning off area, correct use of ladders, equipment safe etc.)	Unsafe work practices Work areas and execution of work poses a risk to workers, and public in general	Immediately	R1 200 plus R300 per hour from the time the CCT becomes aware of the non-compliance.
10	No disruption of Transport's Public Transport Services. No block of doorways, bus routes or any other Public Transport Services that will result in the service being disrupted.	Disruption of Transport's Public Transport Services	Immediately	R6 000 per instance.
11	Keeping of records of maintenance and cleaning at bus precincts being executed and having this available for the CCT's authorised representative to check.	Lack of proof of work being carried out (Maintenance & Cleaning Registers)	Proof being provided within 3 *three) business days of date that work was required to be done	R1 200 per instance.
12	Provide accurate reports on all maintenance work, cleaning, damage to Bus Stops, etc.	Falsifying statement in report.	Immediately	R50 000 per instance.
13	Maintenance and Cleaning to be carried out in accordance to an agreed plan stating the days and locations where the work will be done.	Maintenance/Cleaning not executed on time. Work not done on date as indicated on roster	2 (two) business days grace period allowed as compared to roster	R500 per day or any portion thereof late
14	Stock of panels, seats, posters or any other stock items to be managed and records kept of use and issue.	Inadequate control of stock & materials.	Immediately	R6 000 per instance
15	All work should be done in such a manner as to minimise damage or risk of damage to CCT Assets	Damage to CCT Assets due to lack of care when executing maintenance, cleaning and installations	Within 5 (five) business days of occurrence, or within 1 (one) business day of notice from CCT (whichever is the earlier)	R1 200 plus R600 per day or any portion thereof beyond the applicable timeframe
16	Obtain required approvals as set out in Contract, prior to erection of any Advertising Signs	Erecting / displaying Advertising Signs without required approval	Immediately	R1 200 per day or part thereof.
17	Removal of signs from a date as indicated in approval, or as notified (if any)	Failure to remove signs	Immediately	R600 per day or part thereof.
18	Advertising Signs remain in good repair	Replacing / maintaining Advertising Signs that are vandalised, damaged or become defective	Within 5 (five) business days of occurrence, or within 1 (one) Business day of notice from CCT (whichever is the earlier)	R600 per day or any portion thereof beyond the applicable timeframe

Nr.	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
19	Compliance with all reasonable Protocols issued by the CCT, the CCT having given reasonable notice of such Protocols.	Non-compliance with such Protocols.	Immediately	R1 200 per instance.
20	All contractor staff should at all times behave appropriately and only interact in a professional manner with commuters and the public.	Bad behaviour / language or harassment of commuters. (Complaints from public in writing to the CCT)	Immediately	R1 200 per instance.
21	Access and time of access to buses should be pre-arranged with the relevant third party in order not to disrupt services as regulated by a protocol.	No or inadequate arrangements are made resulting in disruptions or unapproved costs	Immediately	R1 200 per instance plus costs incurred as a result.

22.11 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to 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 The parties by mutual agreement terminate the contract.

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

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

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

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

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

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
  - 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
  - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of**

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

**28. Limitation of Liability**

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

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

*Add the following after clause 28.1:*

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



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

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

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

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

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

### **36. POPIA**

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at [Popia@capetown.gov.za](mailto:Popia@capetown.gov.za). [EL1]

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

- 36.1 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;
- 36.2 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;
- 36.3 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;
- 36.4 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-contractors' 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;
- 36.5 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);
- 36.6 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
- 36.7 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.

[EL1]Below mentioned grey areas **MUST** not be removed. Grey areas are required to be included, to ensure POPIA compliance by the City of Cape Town.

**(8) GENERAL CONDITIONS OF CONTRACT**

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

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

## 2. Application

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

## 3. General

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. Patent rights

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

## 7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.1 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
  - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) a cashier's or certified cheque.

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

## **8. Inspections, tests and analyses**

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

## **14. Spare parts**

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

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

## **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the



contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

## **25. Force majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable Law**

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

**31. Notices**

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

**32. Taxes and Duties**

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**

**Not Applicable.**

**ANNEXURE**

**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

**National Banks:**

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

**International Banks (with branches in SA):**

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

**Insurance companies:**

American International Group Inc (AIG)  
Bryte Insurance Company Limited  
Coface s.a.  
Compass Insurance Company Limited  
Credit Guarantee Insurance Company Limited  
Hollard Insurance Company Ltd.  
Limited Guardrisk Insurance Company Limited  
Infiniti Insurance Limited  
Lombard Insurance Company Limited  
New National Assurance Company Limited  
PSG Konsult Ltd (previously ABSA Insurance)  
Regent Insurance Co.  
Renasa Insurance Company Ltd.  
Santam Limited

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

Not Applicable.

**(10.1) ADVANCE PAYMENT SCHEDULE**

Not Applicable.

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

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

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

I, ..... , representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

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

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

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

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatar**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
City of Cape Town

**(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)**

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

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

Dear Sir

**TENDER NO.:** DP7260S/2021/22

**TENDER DESCRIPTION:** Management of Outdoor Advertising Opportunities on MyCiTi Buses and Public Transport Facilities.

NAME OF SUPPLIER: \_\_\_\_\_

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

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

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)



**(13) SPECIFICATION(S)****PART 13.1 TRADE NAMES OR PROPRIETARY PRODUCTS**

Bid specifications may not make any reference to any particular trade mark, 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'**

**PART 13.2 EMPLOYMENT OF SECURITY PERSONNEL**

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

**PART 13.3 FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report ( **Annexed**). (see 14 MONTHLY PROJECT LABOUR REPORT)

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

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, 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.

**PART 13.4 DESCRIPTION OF THE WORKS****1. Definitions**

In this Agreement, unless otherwise provided or the context otherwise requires:

**"Advertisers"** means any third party to which the Advertising Contractor has sold any Advertising Site/s;

**"Advertising Contractor"** means the successful tenderer in respect of this Tender;

**"Advertising Guideline"** means the Guidelines for Advertising on the City of Cape Town's Public Transport Infrastructure that applies to advertising on all CCT Public Transport Infrastructure, including MyCiTi, and may be reviewed and updated from time to time.

**"Advertising Sites"** means the sites on the TDA Public transport and MyCiTi Infrastructure as identified in the CCT Tender Document;

**"Agreement"** means the memorandum of agreement resulting from a successful tender;

**"ARB Code"** means the Code of Advertising Practice of the Advertising Regulatory Board based upon the International Code of Advertising Practice, prepared by the International Chamber of Commerce as applicable in South Africa;

**"Authorised Representative/s"** means person/s authorised by each of the CCT and the Advertising Contractor in writing, and which shall include authorised persons to whom their roles have been delegated and regarding which the relevant Party has advised the other Party in writing;

**"Back of buses"** are designated areas on the back of MyCiTi buses that can be used for advertising;

**"Back of seats"** is designated advertising space on the back of seats on MyCiTi buses that can be used for advertising;

**"Blue & Yellow Bus Shelters"** are a particular design of legacy bus shelters.

**"Business Days"** means any day of the week except a Saturday, Sunday or any public holiday in the Republic of South Africa;

**"Bus Shelter"** means roofed feeder stops and includes an area of 5m in every direction measured from the outside of the structure constituting the bus shelter, unless such space is limited by a fence or property boundary in which case the said fence or property boundary border shall be the extent in that direction, and provided that the structure shall be deemed to include any area within the bus shelter;

**"Bus Stop"** means a place where a MyCiTi bus stops, along a route, to pick up and drop off passengers and is identifiable either by a shelter or totem.

**"Bus Totem"** means a branded pole indicating a feeder stop and includes an area of 5m in every direction measured from the stop pole, unless such space is limited by a fence or property boundary in which case the said fence or property boundary border shall be the extent in that direction;

**"City" or "CCT"** means The City of Cape Town, a metropolitan municipality, established in terms of Local Government: Municipal Structures Act, 117 of 1998;

**"City Assets" or "CCT Assets"** means the MyCiTi Vehicles, Stations, Bus Stops and any property belonging to the CCT, or in respect of which the CCT has an insurable interest, within or on the Vehicles, Stations or Bus Stops;

**"Commencement Date"** means the date of commencement as agreed to by the Parties in writing;

**"Contract Manager"** means the CCT's Authorised Representative responsible for the management of this contract and associated systems and procedures;

**"Contractor's Representative"** means the person appointed by the Contractor to perform all tasks and take all responsibilities in respect of the implementation of this contract;

**"Data panels"** are information areas found on MyCiTi buses and stations that can be used for advertising;

**"Days"** means calendar Days, exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;

**"Digital screens"** are TV monitors that can be mounted in MyCiTi buses and service stations and utilised for advertising.

**"EMD"** means the CCT Environmental Management Department.

**"Event of Force Majeure"** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes, lock-outs or other labour disputes (excluding any blockade, embargo, strike, lockout or other labour dispute involving employees or subcontractors of the Advertising Contractor;

**"Internally Illuminated Sign"** means an advertisement or structure used to display an advertisement which has been installed with electrical or other power and an artificial light source which is fully or partially enclosed within the structure or sign and which light is intended to illuminate the advertisement or a portion thereof."

**"Inventory"** means a list of Advertising Sites available for lease to third parties:

- a) as described in the Tender Document; or
- b) as further advised by the CCT in terms of [a Notice of Intention and] and a Service Notice; or
- c) by agreement between the Parties;

**"IRT"** means the CCT's Integrated Rapid Transit system, branded MyCiTi";

**"Blue and Yellow Legacy Bus Stops"** refer to bus stops/shelters that predate the rollout of MyCiTi.

**"Month"** means a calendar month, and Monthly shall have the same meaning;

**"Municipal Entity"** as defined in the Local Government: Municipal Systems Act No. 32 of 2000;

**"MyCiTi"** means the registered trademarked public transport service provided by the CCT as part of its Integrated Rapid Transit initiative;

**"MyCiTi Brand Manager"** means the CCT Official responsible for the management of the MyCiTi brand;

**"MyCiTi Infrastructure"** means that portion of the Vehicles, MyCiTi Stations and MyCiTi Bus Stops to be utilised for advertising purposes, as more fully described in the Tender Specification;

**"MyCiTi Project Manager"** means the manager appointed as such by the CCT (in writing with notice to the Advertising Contractor) from time to time, or his delegate;

**"Notice of Intention"** means a notice of intention as defined;

**"Operations and Maintenance Manuals"** means the manuals to be provided by the CCT to the Advertising Contractor upon handover of the relevant MyCiTi Bus Stops;

**"Parties"** means the CCT and the Advertising Contractor;

**"Penalty"** means those penalties imposed on the Advertising Contractor in terms of the Penalty Schedule including the Under-disclosure Penalty;

**"Penalty Schedule"** means the schedule of penalties attached to this Agreement as Annexe "A";

**"Poster"** means a poster or panel which can be used for advertising;

**"Price Schedule"** means the price schedule set out in Chapter 5;

**"Protocols"** means a protocol and/or a standard operating procedure issued from time to time by the CCT as set out in Part 13.4, Clause 4.2 indicating how, amongst other things, the Services are to be rendered, the manner in which the

Advertising Contractor should work together with any other contractors delivering related services and ancillary matters;

**"Rand"** or **"R"** means the lawful currency in the Republic of South Africa;

**"Safety straps"** can be fitted on MyCiTi buses providing space for advertising;

**"Service Notice"** means a notice issued, from time to time, by the Contract Manager to the Advertising Contractor, containing service related communication and/or instruction;

**"Services"** means:

- a) The leasing of the stipulated Advertising Sites by the Advertising Contractor for the purpose of selling these advertising opportunities to prospective advertisers;
- b) The Advertising Contractor's responsibility to maintain the MyCiTi stops and shelters;
- c) The Advertising Contractor's responsibility to effect repairs to damaged stops and shelters;

**"Signature Date"** means the date on which the last of the Parties signs this Agreement; **"Stations"** means the MyCiTi stations as contemplated in the Tender Document;

**"Station Management Contractor"** or **"SMC"** means AEM FM or any other contractor appointed by the CCT to manage operations on the MyCiTi Stations;

**"Tender"** means tender number **DP7260S/2021/22**;

**"Tender Document"** means contents of the Tender, as amended and advertised in terms of the Supply Chain Management Policy;

**"Tender Specifications"** means the detailed specifications set out in Chapter 13 of the Tender, as amended by way of tender notices;

**"Termination Date"** means three years from the Signature Date, unless earlier termination occurs in terms of this Agreement;

**"Under-disclosure Penalty"** means an under-disclosure of actual Advertising Sites sold by the Advertising Contractor based on the information provided by the Advertising Contractor, to the extent that there is a discrepancy between Advertising Sites as specified by the Advertising Contractor or vacant Advertising sites identified by the CCT. The Penalty will be imposed as per Clause 22 under the SCC;

**"Vandalism"** means any action involving the deliberate destruction of or damage to MyCiTi advertising related infrastructure, including theft, damage and defacement;

**"VAT"** means value-added tax in terms of the Value-Added Tax Act No 89 of 1991, as amended;

**"Vehicle Operating Company"** or **"VOC"** means the company/ies appointed by CCT to operate and manage MyCiTi busses on its behalf.

Words and expressions defined in any particular Sub-Clause shall, for the purpose of that particular Clause of which that Sub Clause is part, bear the meaning assigned to such words and expressions in the Sub Clause.

In this Agreement:

- a) unless expressly stated to the contrary, where the Parties are required to **"agree"**, **"notify"** or **"approve"**, they shall do so in writing, and for this purpose, writing shall include telefax or email, and **"agreement"**, **"notification"** and **"approval"** shall have similar meanings;
- b) references to a statutory provision include any subordinate legislation made from time to time under that provision and include that statutory provision (including subordinate legislation) as modified or reenacted from time to time;
- c) words importing the masculine gender include the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and natural persons include artificial persons and vice versa, unless inconsistent with the context in which such words appear;
- d) references to a **"person"** include a natural person, company, close corporation or any other juristic person or

other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;

- e) if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- f) any definition, wherever it appears in this Agreement, shall bear the same meaning and apply throughout this Agreement unless otherwise stated or inconsistent with the context in which it appears;
- g) if there is any conflict between any definitions in this Agreement then, for purposes of interpreting any Clause of this Agreement or paragraph of any Annexe, the definition appearing in that Clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in this Agreement;
- h) where any number of Days is prescribed, those Days shall be counted exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day, unless inconsistent with the context in which it appears;
- i) where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day, unless inconsistent with the context in which it appears;
- j) any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (ie *pro non scripto*) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction;
- k) the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;
- l) references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;

The rule of construction that, if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" or "*such as*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

## **2. Advertising opportunity**

2.1 The CCT has identified the sale of advertising space on public transport infrastructure as a potential source of income to contribute to the running of public transport services in the CCT. The advertising sites, for the purpose of this tender, includes:

2.1.1 MyCiTi infrastructure:

- Bus shelters and bus stops.
- Back of buses and inside of buses.
- Stations.

2.1.2 Blue & Yellow legacy bus stops.

The successful tenderer will also be responsible for repairs and maintenance to all MyCiTi bus shelters and stops that are available for advertising. CCT retains the right to change this maintenance obligation by issuing a notice of intention, in writing. In recognition of the fact that this maintenance obligation may be removed the tendering Advertising Contractor is required to quote in the returnable schedule what rental they will be prepared to pay should this maintenance obligation be removed

2.2 The CCT wishes to appoint a suitable service provider (hereafter referred to as the Advertising Contractor) to assist them in realising this revenue stream. In the context of this tender the reference to the Advertising Contractor will also imply companies. In addition to the marketing, erection and maintenance of outdoor

advertising it is important that the Advertising Contractor be aware that the MyCiTi brand is an important contributor to public opinion and support of the service.

**2.3 Pricing Schedule instructions:**

2.3.1 All tendered prices will be subject to Contract Price Adjustment as set out in Schedule 8.

2.3.2 Tenderers are required to quote two rates for all advertising opportunities: rate the advertiser would pay to the City, and another for the rate the City would pay to the advertiser for MyCiTi/CCT advertising/ information.

2.3.3 Tenderers are required to quote for all Advertising opportunities as per the pricing schedule below in order to be considered responsive:

2.3.4 The rental they will be prepared to pay should they be obliged to clean and maintain all bus stops that have been approved for advertising.

2.3.5 The rental they will be prepared to pay if the maintenance obligation is reduced to only the maintenance of advertising material and the fittings required to house advertising material. The relevant key personnel roles and responsibilities may differ/reduce if this requirement is implemented. Changes in roles and responsibilities.

**3. Context**

3.1 Cape Town is one of the most iconic cities in the world with many sites that have been classified as heritage sites based on its historical context. Therefore, historical, heritage and environmental factors must be taken into account when advertising opportunities are considered. The Advertising Contract will be required to seek approval of any advertising or advertising site from the Environmental Management Department through the advertising contractor.

3.2 Public transport services are provided to everyone without discrimination on any basis. Therefore, there are sensitivities and constraints placed on advertising in line with the:

- a) Constitution of the Republic of South Africa, Act 108 of 1996;
- b) Province of Western Cape, Provincial Gazette. City of Cape Town Outdoor Advertising and Signage By-law, No 10518: 5 December 2001;
- c) City of Cape Town. Outdoor Advertising and Signage Policy (policy number 12513), Approved by Council: 28 August 2013;
- d) Advertising Regulatory Board's [Code of Advertising Practice](#);
- e) Government Communication and Information Service's Government Communication Policy, Approved by Cabinet: 22 August 2018; and
- f) Guidelines for Advertising on the City of Cape Town's Public Transport Infrastructure.

3.3 The public transport infrastructure covered in this tender offers premium outdoor advertising opportunities, however, prospective tenderers must understand that MyCiTi is a registered trademark within the government space which limits the type of advertising that may be approved.

3.4 The aim of this tender is for the CCT to derive income from advertising opportunities on public transport infrastructure and ensure the upkeep of bus stops and shelters.

3.5 The overall objective is to maximise sustainable revenue to the CCT through the marketing of advertising space on public transport infrastructure to the mutual benefit of the CCT, the advertisers and the advertising contractor.

3.6 The marketing as well as the efficient and effective management of these advertising opportunities must be sensitive to the natural and cultural heritage of Cape Town as well as to the CCT and MyCiTi brands.

3.7 The MyCiTi system map, updated June 2020, gives good insight into routes, stops and fares. The latest version of the [map](#) is available at [www.myciti.org.za](http://www.myciti.org.za).

3.8 The identified advertising space on public transport infrastructure is as follows:

- a. 355 MyCiTi buses;

- b. 379 MyCiTi bus shelters of which 69 are prohibited for advertising for environmental reasons;
- c. 249 MyCiTi bus stops;
- d. 38 MyCiTi stations.
- e. 515 Blue & Yellow legacy bus shelters.

- 3.9 The scope of work covers the services that must be provided while the number of opportunities available and/or stops and shelters to be maintained and/or repaired, may change over the course of the contract.
- 3.10 The information provided in this tender regarding the available opportunities is accurate as on the date this tender was advertised.

#### **4. Rules**

- 4.1 Legislation, regulations and policies, including the City of Cape Town's Outdoor Advertising By-Law and the Advertising Guideline, determines where advertising is allowed as well as what is and is not allowed in terms of content and visuals.
- 4.1 The above-mentioned legislation and policies, including the Advertising Guideline, determines what content will be allowed. This includes that no advertising of alcoholic beverages are allowed on any advertising sites.
- 4.1 No advertisement may be placed on any public transport infrastructure before the approval process has been concluded - refer to Part 13.4, clause 6.
- 4.2 Advertising or signage erected on the advertising sites may not cover any MyCiTi branding, statutory signage or system information, all of which must be fully visible.
- 4.3 No approved site may be left unutilised.
- 4.4 The MyCiTi logo and all infrastructure, where the brand is clearly visible, may not be used by the Advertising Contractor or any of its clients, without the express authorization by the MyCiTi Brand Manager.
- 4.5 The Advertising Contractor may-
- 4.5.1 Take photos of public transport infrastructure in order to provide evidence of the advertising and/or to be used in their promotion of the advertising opportunities but MyCiTi signage may not be included in the photographs.
- 4.5.2 Take photos of the advertising on shelters but the totem pole and the MyCiTi brand may not be included in the photo.
- 4.6 MyCiTi is a registered trademark and no service provider to the CCT or any other party may use the logo or brand, however, service providers may reference the fact that they provide services to MyCiTi but in text only.

#### **5. Utilisation of Advertising Sites by MyCiTi/CCT Marketing**

- 5.1 Unsold approved sites may be used by the CCT or MyCiTi to run its own advertising campaigns. The Advertising Contractor will make these available to the CCT and/or MyCiTi, at the rates stipulated in the Price Schedule, once the sites become available.
- 5.2 MyCiTi will provide the Advertising Contractor with the artwork to be used at unsold sites for CCT or MyCiTi advertising. The Advertising Contractor will be required to print, install and maintain the material as well as remove it upon expiry, at no cost to the CCT or MyCiTi.
- 5.3 MyCiTi may ask the Advertising Contractor to replace material but undertakes not to do this until existing material has expired.

#### **6. Advertising Artwork Approval Process**

Approval must be obtained from the MyCiTi Brand Manager and EMD before the Service Provider may conclude the sale with any prospective advertiser:

- 6.1 This approval must be obtained before any advertising material is run.
- 6.2 The proposed artwork must be presented to the following CCT Officials for approval:-
- The Contract Manager.
  - The MyCiTi Brand Manager;
  - The EMD Officials
- 6.3 The Contract Manager must get approval or objections from the MyCiTi Brand Manager and EMD Officials in writing and will convey this approval/rejection to the Advertising Contractor within three working days of the advertising material being submitted for approval.
- 6.4 The Contractor may dispute any objection by submitting their objection, in writing, to the Contract Manager within two working days and the Contract Manager, whose decision will be final, will respond in writing within three working days
- 6.5 Irrespective of the CCT Outdoor Advertising Bylaw or the ARB Code of Advertising Practice, the CCT may, in its sole and absolute discretion, reject any advertisement that the Advertising Contractor intends to display on the Advertising Sites.
- 7. Advertising on and in MyCiTi buses**

The MyCiTi bus fleet currently consists of 7 bus types:

Bus Type	Specification	Total
Volvo	High Floor – 12 Metre	44
Volvo	High Floor – 18 Metre	8
Volvo	Low Floor – 12 Metre	19
Volvo	Low Floor – 18 Metre	13
Optare	Low Floor – 9 Metre	211
Scania	High Floor – 12 Metre	38
Scania	High Floor – 18 Metre	22

Table 1: Number of buses per bus type

**7.1 Bus exterior: back of bus**

Only the back of buses is available for decal advertising, either the whole expanse of the bus or the back window:



Figure 1: Example of advertising space at the back of buses

**7.2 Bus interior**

**7.2.1 Data strip**

The following advertising space is available on data strips in buses:



- 9m buses: 12m of data strip.
- 12m buses: 16m of data strip.
- 18m buses: 24m of data strip.

The data strip runs along the interior sides of the bus. It is continual but is foreshortened by the driver's cab and broken by the doors. The general data strip is between 15cm and 50cm in height but may vary according to bus type. An allowance has been made for MyCiTi to utilise some of the data strip and this has been subtracted to arrive at the measurements given above



Figure 2: shows available space for placement of data strips inside buses

### 7.2.2 Safety straps

All the MyCiTi buses are fitted with safety straps for standing passengers and these are available as an advertising opportunity.

Tenderers should work on an average of the following numbers of straps per a bus type:

- 20 straps per 12m bus.
- 40 straps per 18m bus.
- 12 straps per 9m feeder bus.



Figure 3: Example of safety strap advertising

The Advertising Contractor will be required to fit/retro fit straps that facilitate the sale and running of advertising, something like the example shown above.

### 7.2.3 Back of seats

Back of seats could be a lucrative advertising opportunity and the approximate number of seats available per bus type are shown below:

MyCiTi Bus Type				Licence disc - Capacity and Total		
Letter	Length	Bus Types	Floor Height	Seated *	Standing	Legal Capacity**
A	18m	Volvo Artic	High Floor	59	72	130
B	12m	Volvo Airport Shuttle	High Floor	37	43	79
C	12m	Volvo Solo	High Floor	45	41	85
D	9m	Optare	Low Entry	26	25	50
E	18m	Scania Artic	High Floor	59	74	132
F	12m	Scania Solo	High Floor	48	46	93
G	18m	Volvo Low Floor Artic	Low Floor	50	75	124
H	12m	Volvo Low-floor Solo	Low Floor	37	34	70

Table 2: Number of seats per a bus type

The Advertising Contractor will be required to fit the necessary frames or apply appropriate media substrates that facilitate advertising, and these fittings must be approved by the Contract Manager.

#### 7.2.4 Digital screens

Digital advertising on screens mounted in buses is another lucrative opportunity and Advertising Contractors should quote for two screens in 18m buses and a single screen in 9m and 12m buses bearing the following in mind:

- The Advertising Contractor is required to install the screens, ensuring that they are compatible with the power supply in the buses as well as positioning them in such a way that they in no way jeopardise passenger health and safety or inconvenience the passengers in any way.
- In addition to providing the screens, the Advertising Contractor will also be required to supply all other hardware and software needed to effectively use the opportunity and maximise revenue for the CCT and themselves.
- The Advertising Contractor will furthermore be responsible to supply all electrical and data connectivity to the media and will be responsible for the cost of continuing to provide maintenance and servicing for the duration of the contract.
- The screens and related equipment remain the property of the Advertising Contractor for the duration of the contract.
- Updating of advertising material is the responsibility of the Advertising Contractor.
- The Advertising Contractor must provide a schedule of content that includes advertising, news and entertainment as well as making provision for MyCiTi and/or CCT to include content (free of charge for City content only).
- The Advertising Contractor is obliged to get approval from the Contract Manager for all equipment installed and the Contract Manager will ensure that this approval is forthcoming within three months of approval being requested.
- Neither the VOC or the City can guarantee which buses will be operational on the services (due to breakdowns, service and maintenance requirements, etc). The advertising contractor should thus factor this in when pricing for this rate.

### 8. Contractor's responsibilities for bus advertising

8.1 The Advertising Contractor must make the necessary arrangements with the VOC for installation, maintenance, inspection and removal of advertising material being fully aware that:

- Disruptions to the City's public transport service is avoided and if unavoidable, is minimised.
- Any costs associated with this will be for the Advertising Contractor's account and should be negotiated and settled directly with VOC contractors.

8.2 The Advertising Contractor must ensure that installation and removal of advertising does no damage to the branding and/or bus either materially or aesthetically.

8.3 The Advertising Contractor must repair the damage as specified in the penalty schedule, in collaboration with the VOC to the satisfaction of the VOC and the CCT. It is recommended that all repairs to buses be done through the CCT's specified contractors.

### 9. Advertising at MyCiTi bus shelters and bus stops

The stops along the MyCiTi routes are referred to as totems and shelters (full, cantilever and extended full shelters): The table below details the approximate quantity per type across the City.

Description	Cantilever	Full Shelter	Extended Shelter	Totem Pole	Total
Inner City	27	28	1	28	84
Houtbay	8	17	2	13	40
Camps Bay & Sea Point	28	35	2	80	145
Salt River	4	0	0	2	6

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Atlantis	6	57	0	48	<b>111</b>
Table View	32	38	2	29	<b>101</b>
Montague Gardens	8	8	0	2	<b>18</b>
Melkbosstrand	5	4	0	15	<b>24</b>
Mitchell's Plain	10	7	0	0	<b>17</b>
Khayelitsha	18	13	0	3	<b>34</b>
Salt River/Montague Gardens	19	15	0	18	<b>52</b>
Summer Greens /Woodbridge	0	7	0	4	<b>11</b>
Summer Greens /Century City Rail	4	4	0	0	<b>8</b>
Parklands/ Melkbosstrand	0	2	0	4	<b>6</b>
<b>Total Permanent Stops</b>					<b>657</b>

*Table 3: Number of MyCiTi bus shelters/stops per a type*

MyCiTi may reduce or introduce new stops and shelters during the course of this contract with the advertising opportunity only becoming available after approval has been received from EMD for the new stops and shelters.

## 9.1 Shelters

The master plan provides information on the shelters approved for advertising and their location on the full MyCiTi footprint and can be viewed and/or downloaded from [www.myciti.org.za/en/advertising-opportunity](http://www.myciti.org.za/en/advertising-opportunity).

The following 69 shelters are currently not approved for advertising but may be reviewed at a later stage:

Item	Name	Description
1	Enon	Full
2	Enon	Full
3	Magnolia	Full
4	Disa	Full
5	Merlot	Cantilever
6	Gie South	Cantilever
7	Muscadel (Chestnut)	Cantilever
8	Parklands College	Full
9	Ravenswood	Cantilever
10	Wood North	Full
11	Link	Cantilever
12	Valderrama	Full
13	Ellerslie	Full
14	Clifton 4th	Full
15	The Fairway	Cantilever
16	Bakoven	Full
17	Llandudno	Full
18	Imizamo Yethu	Extended Shelter
19	Lancaster	Full
20	North Shore	Full
21	Oceana	Full
22	Hangberg	Extended
23	Princess East(EB)	Full
24	Princess East(WB)	Full
25	Ludwig's Garden	Full
26	Kloof Nek	Full
27	Kloof Nek	Cantilever
28	Horak	Full
29	Fiskaal	Full
30	Somerset Hospital	Full

Item	Name	Description
35	Upper Clarens	Cantilever
36	Government Avenue	Cantilever
37	Highlands	full
38	Wexford	cantilever
39	Gardenia	cantilever
40	Upper Salt River	cantilever
41	Kerrem 2	Full
42	Pontiac 2	Full
43	Morgenster 6	Full
44	Steve Biko	Cantilever
45	Charles Mokoena	Full
46	Charles Mokoena	Cantilever
47	Ncumo West	Full
48	Ncumo West	Cantilever
49	Makabeni	Cantilever
50	Mfudesweni	Full
51	Sigwele	Cantilever
52	Aliam	Cantilever
53	Drill	Cantilever
54	Bosmansdam	Cantilever
55	Democracy South	Full
56	Loxton West	Full
57	Russel	Cantilever
58	Russel	Cantilever
59	Davidson	Cantilever
60	Lower Church	Full
61	Lower Church	Cantilever
62	Loco	Cantilever
63	Green	Full
64	Coronation	Cantilever

Item	Name	Description
31	Surrey	Full
32	London	Full
33	Boat Bay	Cantilever
34	Albany	Full

Item	Name	Description
65	Coronation	Cantilever
66	Sheridan	Cantilever
67	Sheridan	Cantilever
68	Narwahl	Full
69	Boundary	Cantilever

Table 4: Shows list of shelters not approved for advertising

There are three shelter designs and an artist's impression as well as an architectural drawing of each appears below along with a description of the advertising space available:

## 9.2 Cantilever Shelter

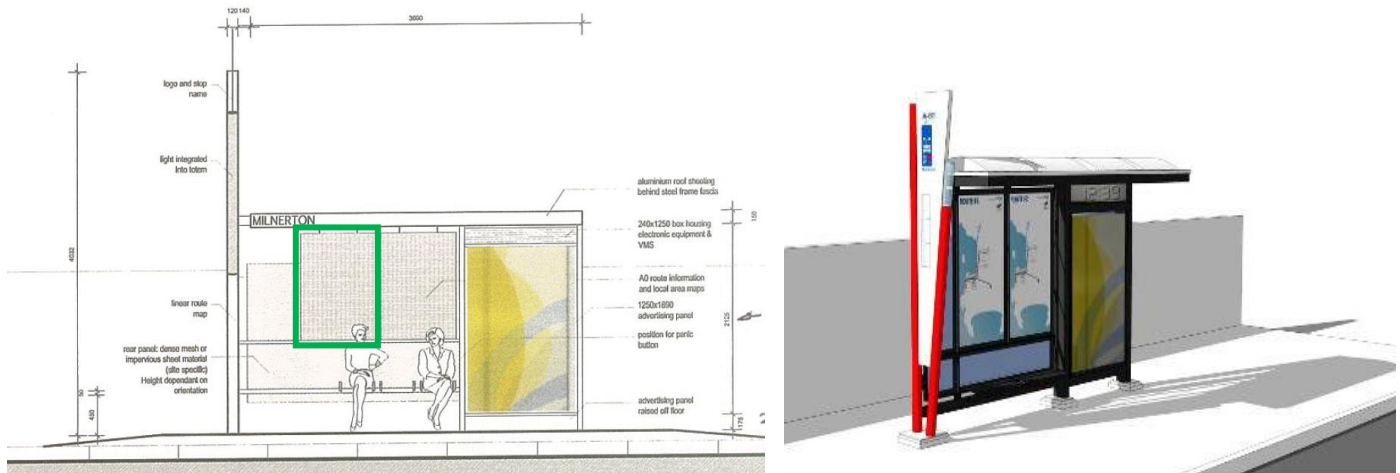


Figure 4: Shows advertising opportunities on Cantilever shelters

The 1250mm x 1890mm advertising panel highlighted above in yellow faces the road and is available for advertising and in addition one of the two A0 panels currently being used for MyCiTi operational information is also being made available for advertising (highlighted in green rectangle).

## 9.3 Full Shelter

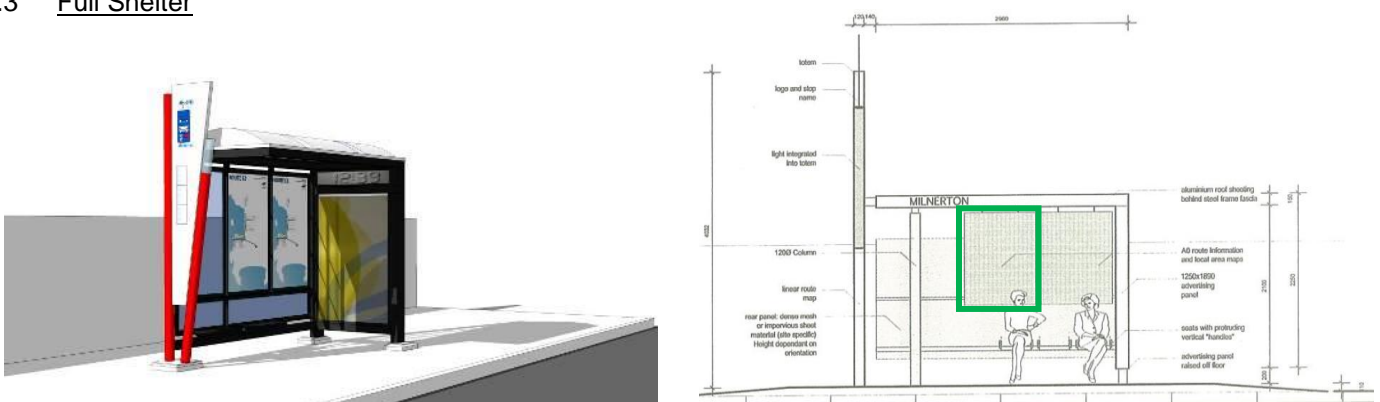


Figure 5: Shows advertising opportunities on Full shelters

The advertising panel that is available is 1250mm x 1850mm and advertising can appear on both sides. In addition one of the A0 panels currently being used for MyCiTi operational information outlined in the green rectangle is also available for advertising.

The extended shelter is an extended version of the full shelter and has exactly the same advertising space available as per the full shelter including one of the A0 information panels:

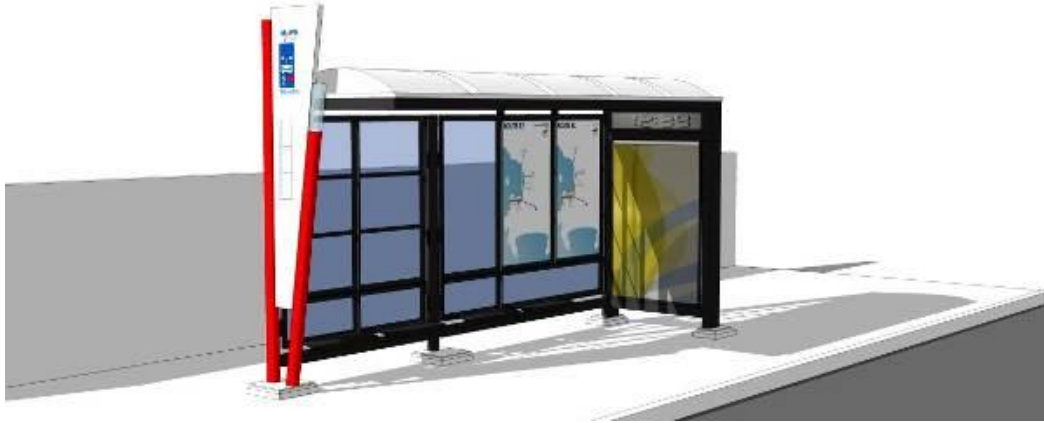


Figure 6: Shows an example of an Extended shelter

There is additional opportunity for advertising on the back of the 11 identified bus shelters that are along the Sea Point Promenade:

- 1 is a cantilever shelter and the other 10 are full shelters.
- The Advertising Contractor will be required to fit poster frames to the back of these shelters and should make recommendations as to their size and construction for approval by the Contract Manager.
- The Advertising Contractor will be responsible for the maintenance of these fittings.

#### 9.4 Illuminated signs at shelters

9.4.1 In areas designated for posters, the advertising contractor may apply to the EMD for approval to install and maintain, at its own cost, illuminated signs.

9.4.2 The advertising contractor shall be responsible for the electricity costs and any other costs incurred including reinstatement upon notification from the CCT to do so.

#### 9.5 Bus stop/Totems

9.5.1 There are 256 totems: full totems (2) and reduced totems (254):



TOTEM



REDUCED TOTEM

Figure 7: Shows the difference between a Totem and a Reduced Totem

9.5.2 Advertising Contractors are required to make a recommendation as to how they would create advertising space on these totems and reduced totems without in any way obscuring either the signage or operational information displayed on the totem and have their recommendation approved by the Contract Manager.

9.5.3 The Advertising Contractor will be responsible for the maintenance of these fittings.

## 10. Advertising at MyCiTi stations

The following MyCiTi bus stations are available for advertising. The Advertising Contractor must take into consideration that the City reserve the right to close any station due to unforeseen circumstances and will provide sufficient notice to the advertising contractor, in writing.

The table below includes passenger numbers for the months of August 2022 to November 2022:

No	Stations	Passenger numbers for the past four months		
		September 2022	October 2022	November 2022
1	Granger Bay	4 582	5 434	5 534
2	Civic Centre Zone 1/2/3	271 278	294 219	388 676
3	Stadium	14 617	17 686	17 800
4	Table View	338 618	346 694	536 476
5	Sunset Beach	16 253	17 452	18 910
6	Racecourse	36 837	39 960	58 638
7	Milnerton	9 377	9 379	9 671
8	Woodbridge	44 706	46 271	46 980
9	Lagoon	9 785	10 737	11 041
10	Zoarvlei	15 826	17 251	17 519
11	Vrystaat	18 903	19 224	19 540
12	Section	12 229	12 570	12 858
13	Neptune	9 331	10 521	10 819
14	Paarden Eiland	19 990	20 684	20 958
15	Woodstock	7 811	9 207	12 072
16	Thibault	44 681	49 193	49 469
17	Gardens	13 905	12 403	13 285
18	Royal Ascot	9 913	12 154	12 154
19	Omuramba	103 947	97 897	124 451
20	Sandown	58 387	60 758	63 170
21	Porterfield	24 366	23 582	28 593
22	Melkbosstrand	84 698	85 293	98 920
23	Queens Beach	4 469	4 545	5 537
24	Grey	4 834	5 751	5 751
25	Jansens	12 838	10 801	10 801
26	Wood	85 453	86 195	130 333
27	Circle East	35 510	32 125	32 125
28	Potsdam	39 636	40 880	57 942
29	Killarney	19 948	20 381	20 576
30	Atlantis	247 485	254 295	351 915
31	Adderley	169 876	186 081	236 195
32	V & A Waterfront	34 053	41 494	42 642
33	Century City	51 252	57 321	63 086
34	Sanddrift	22 251	17 343	21 636
35	Refinery	9 319	9 683	10 048
36	Montague	4 204	4 379	4 379
37	Mitchell's Plain	14 827	16 461	16 906

Table 5: Shows list of MyCiTi stations with passenger usage available for advertising

The advertising opportunities that are available at bus stations, subject to the Contract Managers approval are the following:

- Data panels, which are available at all stations.
- Interior A0 posters at the Civic Station.
- Digital screens that can be mounted in stations by the Advertising Contractor.



## 10.1 Data panels at MyCiTi stations

### 10.1.1 Interior data panels

The data panels run along the inside of the station as indicated in an artist's impression below. The data panel is 440mm wide with 415mm available for advertising material (i.e. 25mm of width is hidden under the frame) and the length varies.

The data panels can be backlit over most, but not all, of their length. If the Advertising Contractor chooses the backlit option then it may need to convert the data panel to enable backlighting. If it chooses to do this then it will need to have the design approved by the CCT and may be required to work with a contractor nominated by the CCT.

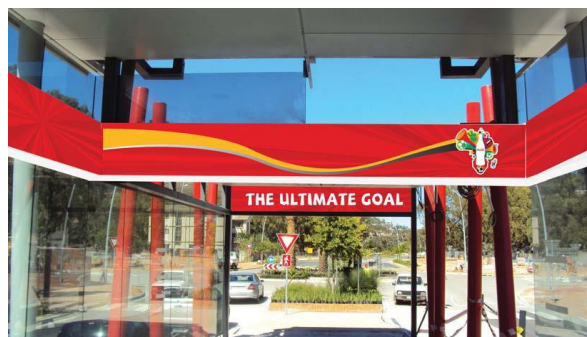


Figure 8: Example of interior station data panels

On the tender being awarded it would be necessary for a separate specification to be done by the Advertising Contractor for each station because there will be variations. The measurements used in **Annexure A** are reliable estimates from a costing point of view, but not from a production point of view, these will need to be verified by the Advertising Contractor to be priced accordingly.

### 10.1.2 Exterior data panels (one location above emergency door)

Decal type branding is available at 22 x 3,5m width stations and 12 x 5m width stations, detailed in the table below.

3,5m width stations include:	5m width stations include:
Killarney	Stadium
Potsdam	Table view (Trunk)
Queensbeach	Neptune
Melkbosstrand	Paarden Eiland
Porterfield	Thibault
Sandown	Omuramba
Omuramba	Grey
Royal Ascot	Janssens
Gardens	Wood
Woodstock	Circle East
Section	Atlantis
Vrystaat	Adderley
Zoarvlei	Century City
Lagoon	Mitchell's Plain
Woodbridge	
Milnerton	
Racecourse	
Sunset Beach	
Tableview (feeder)	
Granger Bay	
Refinery	
Montague	
Sanddrift	

Table 6: Different stations per typology

The space available is the end of station that has an emergency door exit:



The space available is 1600mm wide and 440mm deep



The space available is 3200mm wide and 440mm deep

## 10.2 Interior posters at MyCiTi stations

There are A0 posters available at the Civic station, their positions are shown below in green:

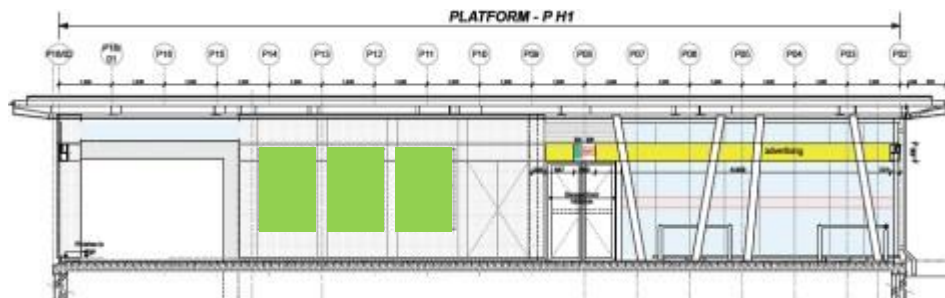


Figure 9: Example of available exterior space for data panel advertising

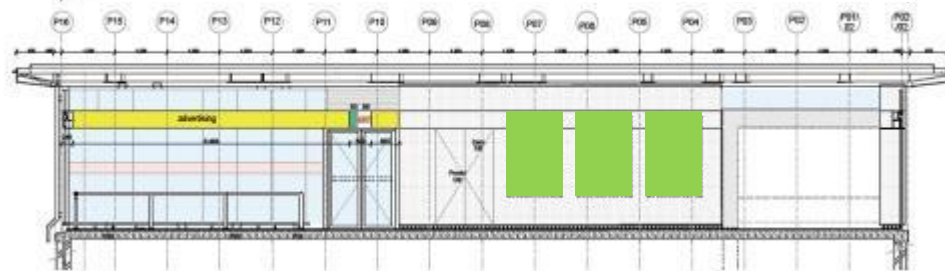


Figure 10: Example of poster advertising space at stations

Other opportunities may exist in other stations, these can be identified by the Advertising Contractor and discussed with the City for inclusion and implementation of advertising opportunities. The production of the frames etc. for backlit posters would have to be provided by the successful bidder using contractors specified by the CCT.

## 10.3 Digital advertising at MyCiTi station

Digital advertising on screens mounted in stations is another lucrative opportunity and Advertising Contractors should quote for an appropriate number of screens per station type bearing the following in mind:

- 10.3.1 The Advertising Contractor is recommended to prescribe the viable digital advertising opportunity they would be able to provide to the Contract Manager for their approval.
- 10.3.2 The Advertising Contractor is required to install the screens, ensuring that they are compatible with the power supply available in the stations, as well as positioning them in such a way that they in no way jeopardise commuter health and safety or inconvenience the commuter in any way.
- 10.3.3 In addition to providing the screens, the Advertising Contractor will also be required to supply all other hardware and software needed to effectively use the opportunity and maximise revenue for the CCT and themselves



- 10.3.4 The Advertising Contractor will furthermore be responsible to supply all electrical and data connectivity to the media and will be responsible for the cost of continuing to provide maintenance and servicing for the duration of the contract.
- 10.3.5 The screens and related equipment remain the property of the Advertising Contractor for the duration of the contract.
- 10.3.6 Updating of advertising material is the responsibility of the Advertising Contractor.
- 10.3.7 The Advertising Contractor is obliged to get approval from the Contract Manager for all equipment installed and the Contract Manager will ensure that this approval is forthcoming within three months of approval being requested.
- 10.3.8 The Advertising Contractor must provide a schedule of content that includes advertising, news and MyCiTi and/or CCT content to be included (free of charge for City content).

## **11. Advertising at Blue & Yellow legacy bus shelters**

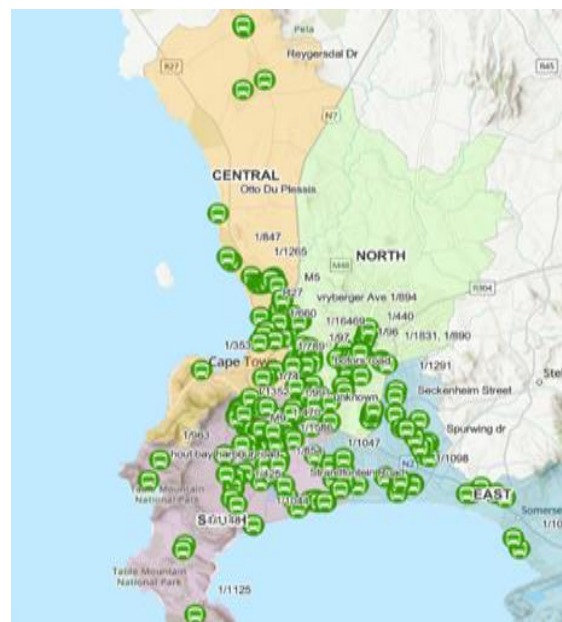
There are bus stops spread throughout the City referred to as legacy bus stops: bus stops that were in place before MyCiTi was rolled out. Of these legacy bus stops 515 are referred to as Blue & Yellow bus stops and these are now available for advertising opportunities.

A list of stops names and locations for these bus stops is included in **Annexure C**. From the list of these shelters, some may not be approved for advertising by the Environmental Management Department (EMD). The Contact Manager will provide a refined list of approved Blue & Yellow shelters to the awarded tenderer when this tender commences.

The City is in the process of formalizing all Blue & Yellow shelters and therefor reserves the right to remove these shelters from this advertising tender by giving the advertising contractor sufficient notice by means of issuing a service notice.

A picture of one of these bus shelters appears alongside and it offers good advertising space.

- A: This space was originally designed for operational information but it is not currently being utilised for this and as a result is available for advertising. This space is approximately A0 landscape.
- B & C: This space was always meant for advertising and its orientation is favourable for advertising. This space is A0 portrait.
- D: Certain of these bus stops may be positioned in such a way that the back of the shelter lends itself to advertising. The tendering contractor is required to assess this and include identified sites in their quotation, working on A0 or >0 landscape and including this in the Price Schedule as an additional opportunity.



*Figure 11: Example of advertising space on Blue & Yellow Legacy shelters and a map showing their location*

**12 Co-Operation with other MyCiTi Contractors**

- 12.1 Where any interaction between the Advertising Contractor and any other CCT/MyCiTi contractors is required for the purposes of implementing and/or executing the terms of this contract, the Advertising Contractor shall use its best endeavors to co-operate with such other contractors and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with such contractors.
- 12.2 Should the Advertising Contractor and the other contractors fail to reach an agreement as contemplated, the CCT shall be entitled to issue a Protocol to regulate their interaction or make a final determination in the event of a dispute between the Advertising Contractor and any other CCT/MyCiTi contractor.
- 12.3 Notwithstanding the provisions above, the CCT shall at all times be entitled to issue Protocols to regulate the interaction between the Advertising Contractor and other contractors. The Advertising Contractor shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement concluded between the Advertising Contractor and other contractors.

**13 Inventory**

The CCT will, upon commencement of this contract, provide the Advertising Contractor with an Inventory of all available advertising space.

- 13.1 The Advertising Contractor is required to provide the Contract Manager with details of the inventory they will be adding. On approval by the Contract Manager this inventory will be added to the inventory already identified by the Contract Manager and this combined inventory will form the basis for the administration of advertising space.
- 13.2 The Advertising Contractor may, within 15 (fifteen) calendar days after the date of issue of the Inventory, recommend corrections to the Inventory to the CCT, motivating such corrections. The CCT shall amend the Inventory accordingly unless the CCT disputes such recommended corrections.
- 13.3 If the Advertising Contractor fails to recommend corrections to the Inventory within 15 (fifteen) calendar days after the date of issue of the Inventory, such Inventory shall be deemed to have been accepted by the Advertising Contractor and the Advertising Contractor shall waive all claims in relation to such Inventory and any right to dispute such Inventory.
- 13.4 Any changes to the Inventory will be communicated by the CCT to the Advertising Contractor through the issuing of a new Inventory. The process outlined in Part 13.4, clauses 2 and 3 will follow where after the new Inventory will become the basis for the administration of advertising space.

**14 Damage Resultant from Advertising**

- 14.1 The Advertising Contractor must ensure that there is no damage to infrastructure as a result of advertising activities.
- 14.2 The Advertising Contractor must ensure that installation and removal of advertising does no damage the branding and/or infrastructure either materially or aesthetically.
- 14.3 The Advertising Contractor must repair the damage, referred to in 14.1 above, to the satisfaction of the CCT.

**15 Administrative Responsibilities**

- 15.1 The CCT will give the Advertising Contractor notice of new advertising opportunities becoming available through a Service Notice, issued by the CCT Contract Manager informing the Advertising Contractor of the new advertising opportunity. The Advertising Contractor:
- Must obtain approval from EMD, within 7 (seven) business days from receipt of the Service Notice, to utilise the space for advertising purposes.
  - Will be liable to be penalised should the Advertising Contractor fail to make this application within the stipulated period as per Part 13.4, Clause 17. Whatever number of days, they are late with their application, will be subtracted from the time in which they have to take the site to market.

- Must, within 60 (sixty) calendar days from the date of their application for permission, obtain approval from the EMD. The Advertising Contractor is obliged to provide proof that every effort was made to obtain approval within the 60 (sixty) calendar days, however, if the Advertising Contractor did make every effort but approval could not be secured within the stipulated period, the Advertising Contractor will not be penalized unless the delay was caused by its own non-compliance.
- Must, within 30 (thirty) calendar days from the date of approval by the EMD, take the advertising opportunity to market.

15.2 Any spaces let for the first time, after the start of the contract or if a newly added advertising space is applied for less than a calendar month, the following will apply:

- If the site is applied for less than 15 (fifteen) calendar days, the site will be considered to have been unutilised for that calendar month.
- If the site is applied for more than 15 (fifteen) calendar days, the site will be considered as having been utilised for the full month.

15.3 The Advertising Contractor is to provide the CCT with media schedules as these are approved by their clients. These schedules must include:

- The space that will be utilised.
- The period the space will be utilised.

15.4 The Advertising Contractor must ensure compliance to all legislation, regulations, policies and processes stipulated in this contract as well as communicated by the CCT from time to time.

## **16 Additional Shelter Advertising Space**

- 16.1 The CCT undertakes to issue a Service Notice to the Advertising Contractor when new advertising sites become available for rental to third parties. CCT may relook at current stop and shelter designs available for advertising. These will be discussed and agreed with the Advertising Contractor at time of handover.
- 16.2 The Service Notice will be issued at least 30 (thirty) calendar days before any such Advertising Site(s) become available in order to afford the Advertising Contractor sufficient time to market such Advertising Site(s).
- 16.3 The CCT shall at all times be entitled to change the allocation of Advertising Sites by way of a Service Notice which will be issued to the Advertising Contractor 30 (thirty) calendar days prior to such change becoming effective.

## **17 CCT's Environmental Management Department Approval**

- 17.1 Where the Advertising Contractor is required, in terms of by-law or regulations, to obtain approval from the EMD to advertise on a potential advertising site, the CCT (through the Contract Manager) shall notify the Advertising Contractor in the Service Notice that the relevant advertising site is becoming available subject to approval by the EMD.
- 17.2 In the event that approval by the EMD is required to advertise on a potential advertising site, the Advertising Contractor must lodge an application for approval to advertise on such Advertising Site within 7 (seven) business days after receipt of the Service Notice and must, within 1 (one) business day after the date on which the application (as per Part B of the City's Outdoor Advertising and Signage By-Law) is lodged, notify the CCT that application has been made and provide a copy of such application to the CCT Contract Manager.
- 17.3 If the Advertising Contractor lodges an application for approval by the EMD to advertise on an advertising site within the aforementioned 7 (seven) business days:
- It is estimated that the application will be approved or rejected within 90 (ninety) calendar days from the date on which the application is lodged with the EMD - this period will be extended unless the application is rejected due to incomplete submissions or failure on the part of the Advertising Contractor to timeously provide any required information;

- If the application is rejected due to incomplete submissions or incorrect procedures being followed or failure to provide any required information, the period will not be extended and the relevant fees for the site will become due 90 (ninety) calendar days after the date the application was lodged; and
- If approval is granted by the EMD, the Advertising Contractor shall take such approved Advertising Site to market within 30 (thirty) calendar days from the date on which approval is granted.
- If the Advertising Contractor does not lodge an application for approval by the EMD to advertise on an Advertising Site within the aforementioned 7 (seven) business days in clause 17.2, the Advertising Contractor shall be liable for:
  - A Penalty in accordance with the Penalty Schedule; and
  - Monthly rental in respect of that Advertising Site, as contemplated in clause 25 from the 98<sup>th</sup> calendar days after the date on which the Advertising Contractor received the Service Notice (regardless of the date on which the approval is actually granted or on which that Advertising Site is actually sold to an Advertiser); provided that if the application is subsequently rejected, the Advertising Contractor shall, in respect of that Advertising Site, only be liable to pay the Monthly rental for the period calculated between the aforesaid 98 (ninety eight) calendar days and the date on which the application is actually rejected. There shall be no rebates in respect of any rental due or already paid by the Advertising Contractor in respect of that Site.

## **18 Legalisation of Advertising not Authorised by the CCT**

In the event that the Advertising Contractor find any existing advertising on Advertising Opportunities forming part of this contract, or precincts forming part of the contract, the Advertising Contractor shall be obliged to apply the following protocols:

- 18.1 Report the matter to the CCT Project Manager.
- 18.2 Report the matter to the CCT EMD and enquire if the advertising has been approved.
- 18.3 If the advertising is not approved, the EMD and CCT Contract Manager will take necessary joint action in terms of the CCT By-law to have it removed/legalized. CCT Contract Manager will reclaim costs of removal from the offending party/ies.
- 18.4 In the event of the advertising being legally applied, report back to the CCT Contract Manager for further instruction.
- 18.5 Keep the CCT Contract Manager informed on the progress on the removal of the advertising.
- 18.6 Take the necessary steps as stipulated in this tender to acquire approval and take approved opportunities to market.
- 18.7 For the sake of this clause, legal advertising shall mean advertising approved by both the EMD and the CCT Contract Manager.

## **19 Cleaning of Bus Precincts (Shelters and Totems)**

The Advertising Contractor will be responsible for the cleaning of all bus stop precincts, which constitutes an area of 5m in every direction around the bus stop (unless this area is restricted by a fence, a border or a road) irrespective of whether or not advertising is allowed at that location.

### **19.1 Cleaning methods, materials and equipment**

- The Advertising Contractor must ensure that the cleaning equipment, materials and methods used are not abrasive or detrimental in any way to any of the surfaces in and around the stops.
- In this regard, the Advertising Contractor must adhere to all requirements set out in the Operations and Maintenance Manuals.
- The Cleaning equipment must be kept in an excellent condition at all times, fair wear and tear excepted provided that the condition does not deteriorate beyond “good”.

- The Advertising Contractor must provide all equipment and materials required to clean the stops.
- The Advertising Contractor must provide Material Safety Data Sheets ("MSDS") for all proposed chemicals and keep this available for inspection by the CCT.
- The Advertising Contractor must ensure that no cleaning equipment is left in any public area.

## **19.2 Cleaning personnel**

The Advertising Contractor must ensure that sufficient personnel are employed to render the cleaning services and that such personnel are properly trained in the use of the cleaning equipment and materials as well as in all relevant cleaning procedures and safety precautions which they must adhere to. Cleaning staff must be included in Schedule 14C.

## **19.3 Cleaning specifications**

- The bus stops may be cleaned through out the day unless specifically indicated otherwise, while ensuring the least possible disruption or inconvenience to passengers.
- The Advertising Contractor acknowledges that the cleaning services must include the cleaning of all areas, surfaces and structures within the bus stop area, even higher than 3 meters ("High Cleaning"). Accordingly, the Advertising Contractor must ensure that it has the necessary cleaning equipment and adequately trained personnel to execute High Cleaning. High Cleaning must include but not be limited to the following:
  - electronic and other high signage;
  - totem poles;
  - external signage and
  - external surfaces of the bus stop.
- Bus stops must be cleaned weekly and cleaning activities must include:
  - Scrubbing the floor of each bus stop, cleaning any spots, removing of chewing gum, and ensure that no dirt remains on the ground, against the walls or in corners;
  - Although the CCT Cleansing Department is responsible for sweeping and picking up of litter, as well as clearing all kerbs and the mouth of storm water gulley's, if any litter is found at the time that the Advertising Contractor undertakes the scrubbing, the Advertising Contractor is required to sweep the area around the bus stop as described above, and remove all refuse collected during the cleaning;
  - Removing all weeds that may be growing on paved surfaces;
  - Damp wipe and disinfect all horizontal and vertical surfaces;
  - Removing any graffiti, markings and signs of vandalism;
- The Advertising Contractor must coordinate with the CCT Cleansing Department to facilitate cleaning prior to the services described in clause 19.3 above.
- All papers and other litter must be deposited in the green CCT litter bins, where these have been provided or disposed of accordingly by the advertising contractor.
- All weeds removed through weeding must be bagged and removed from the site and must be disposed of in accordance with municipal by-laws.

## **20 Cleaning – Safety and Recordkeeping**

The Advertising Contractor must furthermore ensure that:

- 20.1 All required safety signage is used during Cleaning to prevent any potential injuries of any staff or persons using the Bus Stops; and

- 20.2 A contemporaneous record is kept of the main cleaning activities for each bus stop, including the time of day it was done, when floors were washed, when high-cleaning was done and that such record is always kept available for inspection by the CCT. This record must be provided on request, to the CCT with photographic evidence on an appropriate platform. The advertising contractor may be required to attend bi-weekly with the Contract Manager as agreed Upon.

**21 Maintenance of Shelters and Totems**

- 21.1 The Advertising Contractor is required to maintain all stop and shelter infrastructure that has been approved for advertising. The number of shelters and totems to be maintained may increase or decrease over the contract period.
- 21.2 Sufficient personnel will be required to perform maintenance on bus stops and shelter infrastructure. The list of maintenance staff must be included in Schedule 14C.
- 21.3 The Advertising Contractor must ensure that maintenance and service plans are in place for all relevant components, structures and equipment in relation to bus stops which it is responsible to maintain, including but not limited to the:
- Electrical installations;
  - Signage and advertising displays;
  - Metal structures and roofs;
  - Any sheeting;
  - Benches and seats;
  - Paved surfaces around stops;
  - Drains, water channels and gutters; and
  - All other components, structures and equipment as notified to the Advertising Contractor by the CCT from time to time.
- 21.4 The Advertising Contractor must ensure that all the components, structures and equipment as well as any other parts identified by the Contract Manager and/or the CCT for this purpose, are serviced at intervals and levels which accord with the requirements of the manufacturers of those components, structures and equipment.
- 21.5 The Advertising Contractor must maintain and where necessary, replace parts and components of the structures, including but not limited to:
- Lamp replacements in accordance with manufacturer's lamp life specifications;
  - Electrical link(cable) between the IRT shelter and the street light pole. To this end the Advertising contractor may need to liaise with the relevant department in the CCT for permission to access the connection in the street light pole; and
  - Replacement of damaged components, structures and equipment listed in 21.3.
- 21.6 The Advertising Contractor must keep records of all preventative maintenance services and make these records available to the CCT on request.
- 21.7 Save to the extent otherwise provided for in this Contract, items / work covered by guarantees of third parties are excluded from the maintenance and repair obligations placed on the Advertising Contractor in terms of this Contract, although the Advertising Contractor (with the assistance of the CCT, where required) remains responsible for making the necessary arrangements for such work to be completed.
- 21.8 The Advertising Contractor must take all reasonable measures to mitigate the risk of any latent defect at the Bus Stops that falls within the knowledge of the Advertising Contractor or should have reasonably fallen within its knowledge and attention.

- 21.9 The Advertising Contractor shall ensure that all repairs are carried out in the timeframes as described below, unless justification exists for an extension in this time and this has been cleared with the CCT prior to the termination of normal timeframes envisaged below:
- Where the Advertising Contractor has notified the CCT, in writing, of any repair or maintenance required to any of the stop precincts, the Advertising Contractor shall be afforded a period of 10 (ten) business days to effect the necessary repairs or maintenance from the date of such notification;
  - Where the Advertising Contractor fails to notify the CCT timeously as contemplated under clause 21.9 and the CCT identifies repairs or maintenance required to any of the Maintenance Areas and notifies the Advertising Contractor in writing accordingly, the Advertising Contractor shall then be obliged to effect such repairs or maintenance within 3 (three) business days from the date of such notification;
- 21.10 Failure by the Advertising Contractor to comply with the aforesaid provisions within the stipulated time periods shall attract Penalties in accordance with the Penalty Schedule.
- 21.11 The Advertising Contractor must be obliged to report Monthly to the CCT on the condition of the Advertising Sites and to immediately report any latent and patent defects which it discovers.

## **22 Repairs to Stops and Shelters**

- 22.1 The Advertising Contractor is required to affect repairs at all stop and shelter infrastructure where advertising is allowed upon instruction from the Contract Manager. The number of stops and shelters to be repaired may increase or decrease over the contract period.
- 22.2 The advertising contractor will be responsible to repair or replace, at their cost, any stops damaged due to accidents, vandalism or any other act.

## **23 Vandalism and Damage to Infrastructure at Stops**

- 23.1 It is expressly recorded and agreed that any damage to bus stops (totems,shelters and legacy stops), by whatever cause, such repair cost shall be for the Advertising Contractor as part of their obligation to maintain such infrastructure.
- 23.2 The Advertising Contractor is also referred to the Luminaire Specifications for totems and shelters included in Annexure B and should take cognisance of the cost of these units when tendering.
- 23.3 It is in the best interest of the Advertising Contractor that innovative “vandal proof” materials be considered for the infrastructure. However, the proposed use of “vandal proof” materials must be submitted to the CCT Contract Manager, together with detailed specifications, for approval by the relevant department before implementation.
- 23.4 The advertising contractor is required to affect repairs and maintenance to vandalism and damage to infrastructure at stops in accordance with Part 13.4, clause 22 and 23.
- 23.5 The Advertising Contractor may present the CCT Contract Manager with a plan to address such vandalism and may, only with the prior written approval of the CCT Contract Manager, implement such a plan.

## **24 Amendment to Maintenance Obligation**

- 24.1 CCT has the right to amend maintenance requirements by issuing a service notice to this effect. The Advertising Contractor will be required to respond within seven working days to any amendment to the maintenance amendment with any objections which will be considered by the Contract Manager who will respond within seven days and whose decision is final.
- 24.2 CCT may decide to give notice that reduces the Advertising Contractor’s maintenance and cleaning obligations to the maintenance and cleaning of only advertising material and the fittings that are required to house advertising. To facilitate this decision being taken tenderers are required to quote what rental they would pay should this maintenance and cleaning obligation be reduced.

**25 Calculation of Monthly Rental**

25.1 The Monthly rental shall be-

- The specified rental amount, as set out in the Price Schedule (which shall reflect the Monthly rental payment due by the Advertising Contractor), regardless of whether the advertising spaces are sold. This shall apply to all advertising opportunities.
- Set at R0 for the first Month following the Commencement Date or the date from which new or additional opportunities are made available to the Advertising Contractor as set out in a Service Notice.

25.2 Any invoice that is issued by the CCT to the Advertising Contractor, not disputed within 60 (sixty) calendar days after the invoice date, shall be deemed to have been accepted by the Advertising Contractor who shall waive all claims in relation to such invoice and any right to dispute such invoice.

**26 Ownership**

26.1 Ownership of the public transport infrastructure and all accessories fitted by the City shall at all times remain the sole and absolute property of the CCT.

26.2 Upon termination of this Contract for any reason whatsoever, the Advertising Contractor must:

- remove any signage and/or advertising material from the Advertising Sites and repair surface and other damage caused by the removal to the satisfaction of the CCT and such costs are to be borne by the Advertising Contractor, failing which the CCT shall attend to same at the cost of the Advertising Contractor, and
- return to the CCT any materials, which has not been installed, and equipment that was provided to the Advertising Contractor by the CCT for maintenance of Public Transport Infrastructure; and shall as directed by the CCT effect any repairs required in respect of such materials and equipment before returning it to the CCT.

26.3 Any advertising fittings or other hardware installed by the Advertising Contractor is their property and must be maintained by them for the duration of the contract and removed at the end of the contract ensuring that such removal leaves no damage to public transport infrastructure.

**27 Service Notices and Protocols**

27.1 The CCT shall be entitled to issue reasonable Protocols after giving reasonable notice of implementation. Unless a shorter notice is reasonable in the circumstances, the CCT shall give one week's notice of the date upon which Protocols will take effect.

27.2 The Advertising Contractor may suggest Protocols for consideration by the CCT.

27.3 The CCT shall provide reasonable notice to the Advertising Contractor relating to the implementation of a Service Notice.

27.4 The CCT shall be entitled to issue a Service Notice to vary any aspect of the Services in order to meet the requirements of the Service Notice matter, subject to the provisions of the sub-clauses under clause 27.

27.5 In the event that a Service Notice is issued, any variation in Services may (but will not necessarily) increase or decrease the Monthly Rental. If there is a change in the Monthly Rental, such change will be based on the rates in the Price Schedule.

27.6 When issuing a Service Notice from time to time, the CCT shall set out the Services to be provided, anticipated duration and other relevant details. If no duration is provided in the Service Notice, the implementation of the Service Notice shall continue until such time as a further Service Notice is issued to terminate such implementation. The issuing of Service Notices is subject to the remaining provisions of this Contract.

27.7 Once a Service Notice has been issued, the Advertising Contractor shall advise the CCT of additional costs, if any, which arise as a result of the Service Notice. Where such Services are contemplated in the Price Schedule, they shall be rendered at the rates contained in the Price Schedule. Where they are not contemplated in the Price



Schedule, the Advertising Contractor shall propose rates for acceptance by the CCT. The CCT may in its discretion accept such rates or require the Advertising Contractor to follow a procurement process in accordance with the CCT Supply Chain Policy, in which case the Advertising Contractor shall be entitled to bid for the provision of the Services, always provided that the integrity of the procurement process is not undermined.

- 27.8 The CCT shall include, in the Service Notice, the reasonable period by which date the Advertising Contractor must complete the action required in said notice.
- 27.9 Once a Service Notice or Protocol has been issued by the CCT, the Advertising Contractor shall be obliged to give effect to such Service Notice or Protocol. Should the Advertising Contractor wish to raise any dispute relating to any aspect of a Service Notice or Protocol, it shall be required to follow the processes set out in this contract.

## **28 Meetings and Reporting**

- 28.1 A monthly contract meeting will be held by no later than the 7th day of the following month to review the contractor's performance and addressing any difficulties being experienced in the rendering of the service.
- It is incumbent on the Advertising Contractor to accurately and honestly report on a monthly basis:
  - Advertising space utilised against the inventory provided.
  - Maintenance schedules and supporting evidence for all bus stops and shelters.
  - Schedule of any repairs necessary, for any reason whatsoever, to bus stops and buses that has resulted from their operations and how this is being made good.
- 28.2 The CCT shall be entitled to call meetings with the Advertising Contractor and vice versa, on reasonable notice, for the purpose of addressing any challenges and/or information reasonably requested by the CCT.

## **29 Penalties**

Penalties will be enacted by the CCT against the Advertising Contractor should there be any dereliction of obligation. These penalties have been set out in the SCC under Clause 22.

## **30 Requirements of Tendering Party**

The bidder must submit all of the following to be eligible for consideration. Failure to provide all the required documentation will render the bidder non-compliant.

### **30.1 Credentials and evidence of previous performance**

An overview of the Advertising Contractor's business, including:

30.1.1 An organogram.

30.1.2 Previous experience in Advertising Contract Management including:

- Name of the Client on whose behalf you have managed advertising space.
- The scope of the contract.
- The start and end date of the contract.
- Number of sites managed.
- Name and number of Client contact. Written references may be included.

30.1.3 List of advertising sites managed in the last 10 years.

### **30.2 Technical**

30.2.1 The process of how the installation and removal of advertising will be managed to limit damage to CCT infrastructure.

30.2.2 How inventory will be managed and recorded.

30.2.3 How damage to infrastructure will be repaired.

30.2.4 How cleaning and maintenance of stops will be managed.

30.2.5 Full maintenance plan for bus shelters and stops.

30.2.6 Technical specifications of any advertising fixtures the Advertising Contractor wishes to install as well as a description of how these fixtures will be maintained and removed at the completion of the contract.

### **30.3 Resource allocation**

30.3.1 A list of resources proposed to be deployed on this contract to realise this opportunity.

30.3.2 CVs of key personnel for:

- Sales and marketing
- Administration
- Installation, maintenance and removal of advertising material.
- Cleaning and maintenance of infrastructure.
- Effecting repairs to the infrastructure.
- Inventory and data management.

30.3.3 The location of the local office out of which the exigencies of the contract will be executed.

### **30.4 Financial**

30.4.1 Financial projections should be made showing anticipated revenue accruing to the CCT. Take into account:

- Opportunities identified in this tender.
- Legislative constraints e.g. Outdoor Advertising Bylaw, etc.

30.4.2 A remuneration model that clearly shows how the Advertising Contractor will collect and remunerate the CCT, emphasising collection and remuneration timelines.

30.4.3 What investment will be made to improve the marketability of the advertising opportunities identified in the tender.

30.4.4 Investment will be made to improve the marketability of the advertising opportunities identified in the tender.

30.4.5 A remuneration model that clearly shows how the Advertising Contractor will collect and remunerate the CCT, emphasising collection and remuneration timelines.

30.4.6 What investment will be made to improve the marketability of the advertising opportunities identified in the tender.

30.4.7 Financial projections including an explanation of key financial and other assumptions.

30.4.8 A remuneration model that clearly shows how the Advertising Contractor will collect and remunerate the CCT, emphasising collection and remuneration timelines.

30.4.9 What investment will be made to improve the marketability of the advertising opportunities identified in the tender.

30.4.10 Financial projections including an explanation of key financial and other assumptions.

### **30.5 Marketing**

30.5.1 Plan - how the opportunity will be taken to market.

30.5.2 How liaison with the CCT will be managed especially related to the approval of advertising material.

### **30.6 Communication**

30.6.1 How liaison with the CCT will be managed especially as regards:

30.6.1.1 Cleaning and maintenance reporting.

30.6.1.2 Monthly reporting on inventory utilised and accounting.

30.5.2 How liaison with the VOCs will be managed regarding installation, maintenance and removal of advertising material and scheduling of buses for this purpose.

### **31 Payment**

With reference to Volume 3 stated in item 16 of the SCC, the following must be taken into consideration with regards to payment.

31.1 The payments by the Service Provider to the CCT will be subject to VAT

31.2 Payment shall be made by the Service Provider in South African currency (Rand).

31.3 Payment of penalties are due and payable as set out in the Penalty Schedule (Refer to Clause 22).

31.3.1 Payments must be made to the credit of the City of Cape Town without any deduction or set-off.

31.3.2 All payments are payable by the Service Provider to the Seller by electronic transfer (EFT) or by direct deposit into a bank account of the City of Cape Town. (please see CCT banking details in Part 9 - FORM OF GUARANTEE / PERFORMANCE SECURITY)

## MyCiTi Stations: Data Panels

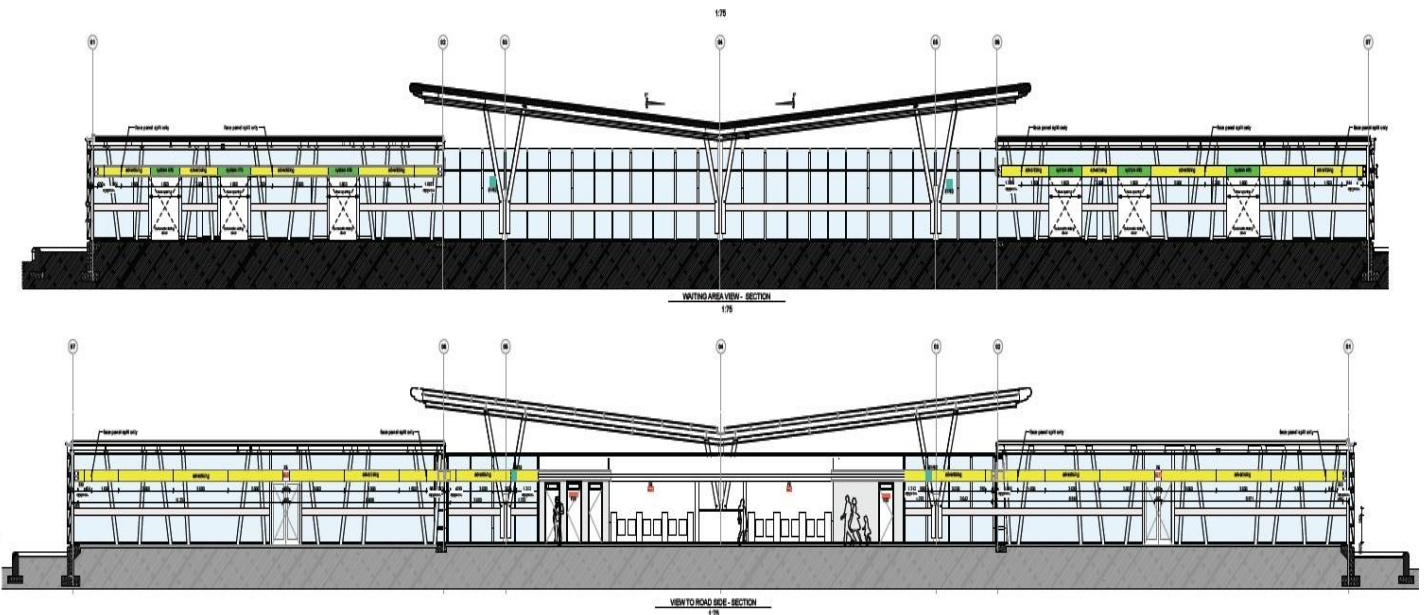
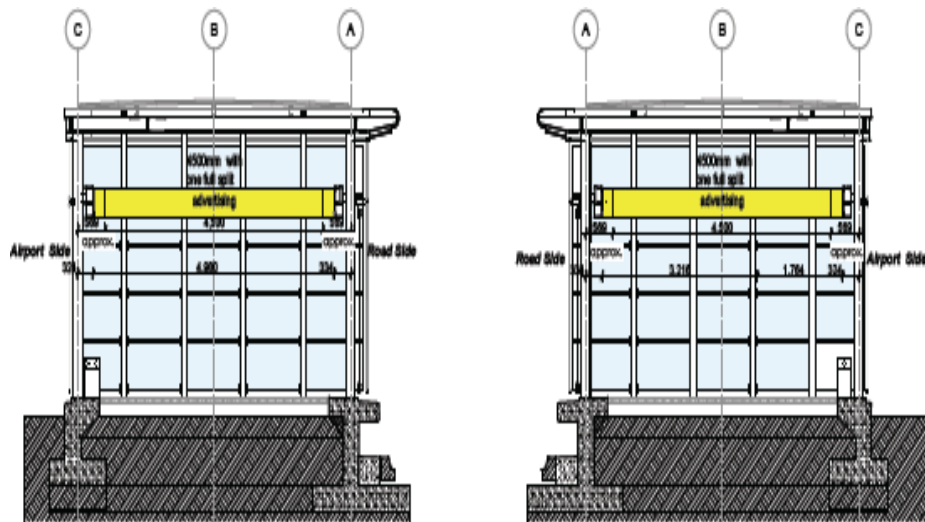
## Annexure A

The key alongside indicates what the data strip is available for, with the yellow and orange designating advertising availability.

Digital architectural drawings of the different station designs follow to help understand where the data strips are positioned at the various stations designs.

	- signage (fire, health & hazards info)
	- advertising (with lighting)
	- advertising (without lighting)
	- system info (route maps, real time display)
	- station name
	- Adhesive band on glazing

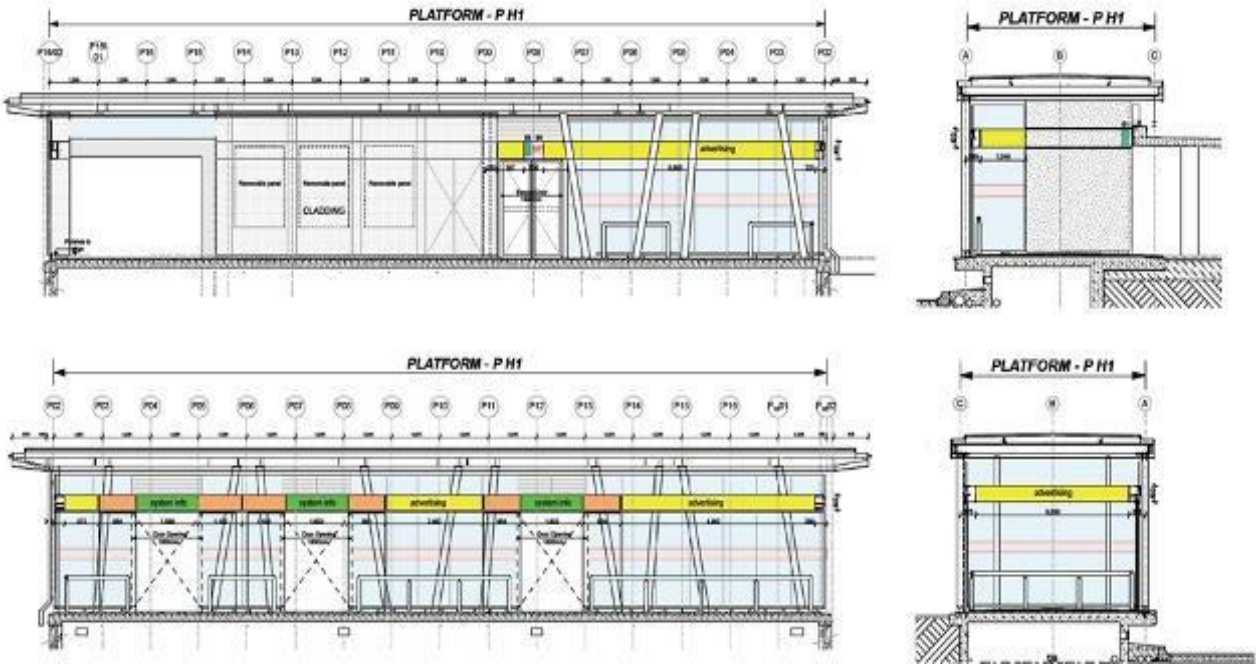
### a) Airport station



b) **Civic station**

On the first of its platforms it offers the following data strips available for advertising:

PLATFORM – P H1



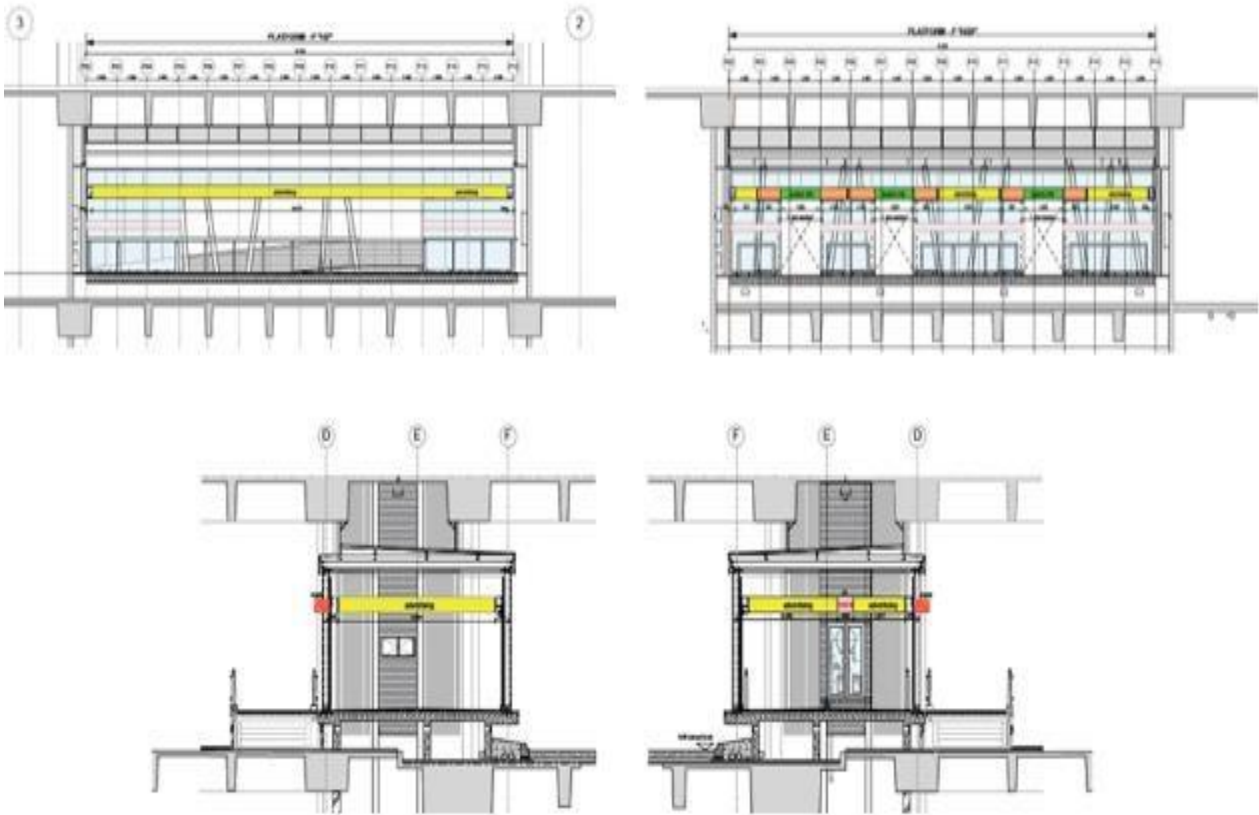
The next platform offers the following:

PLATFORM – P H1x

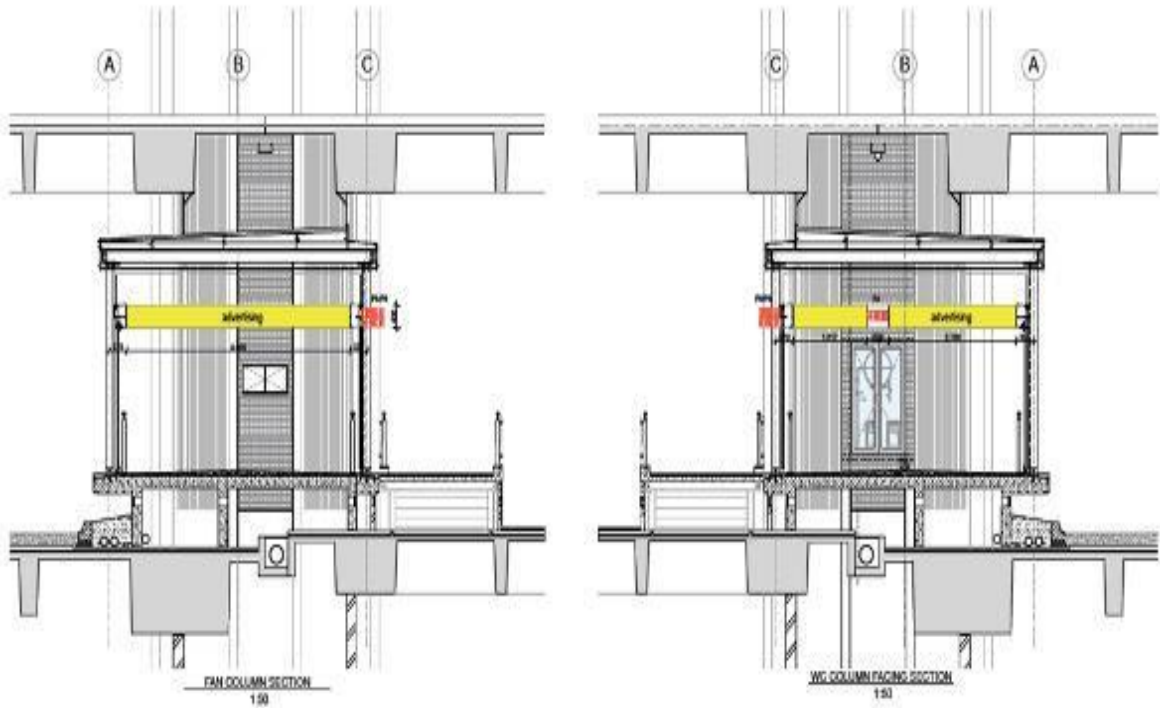


And the next:

PLATFORM – P H2X

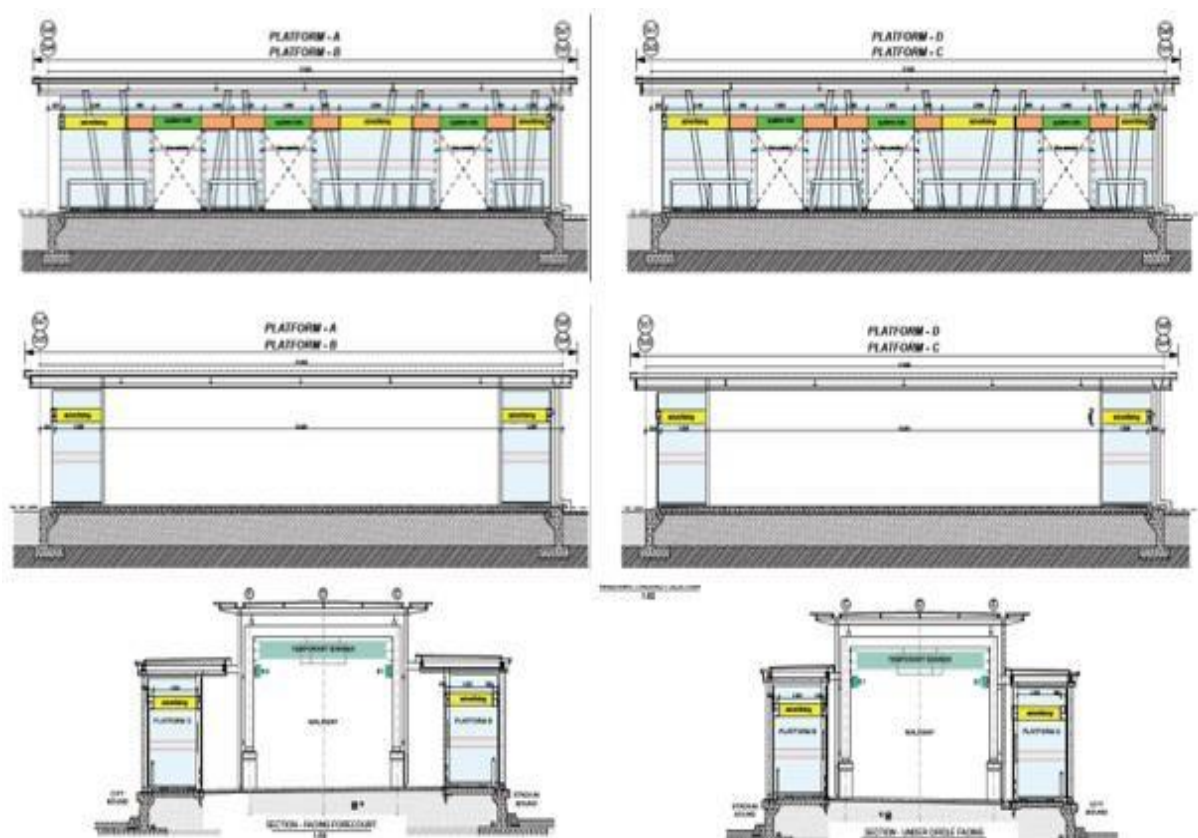


PLATFORM – P H2





c) **Stadium station**



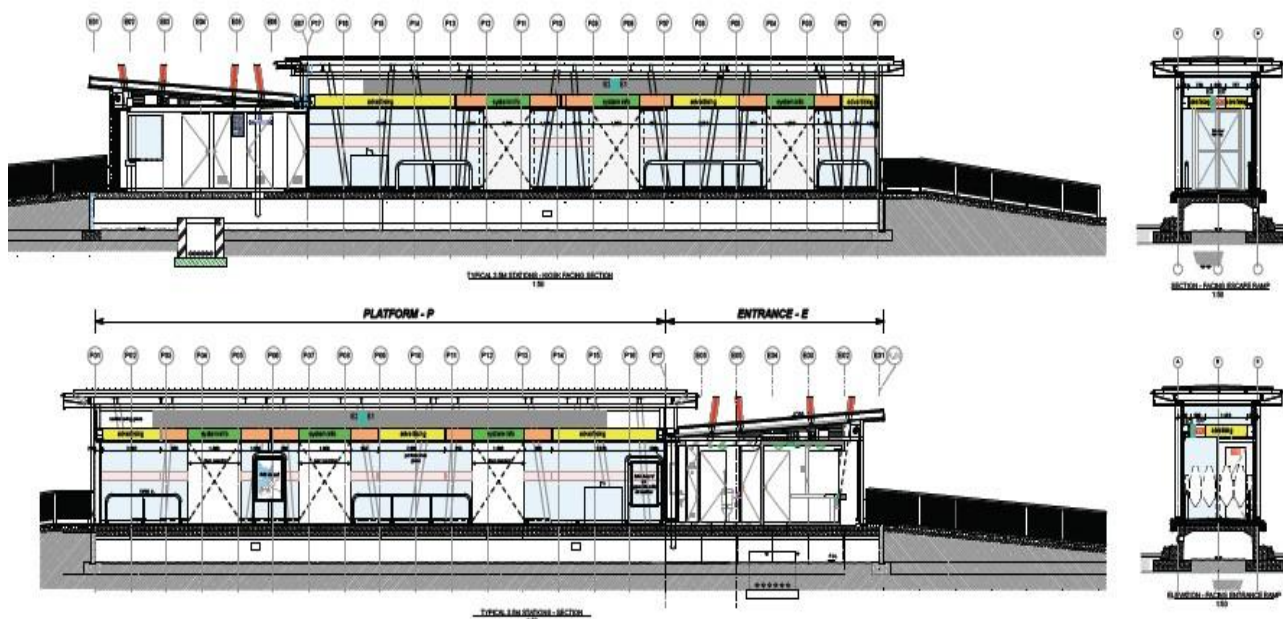
d) **3.5m width station design**

The following are 3,5m width station designs:

Sandown	Porterfield
Killarney	Royal Ascot
V & A Waterfront	Granger Bay
Table View (feeder)	Sunset Beach
Racecourse	Milnerton
Woodbridge	Lagoon
Zoarvlei	Gardens
Woodstock	Montague
Refinery	
Sanddrift	

Table 7: Names of stations that are of 5m Width station design

The availability of data strip advertising is shown below:



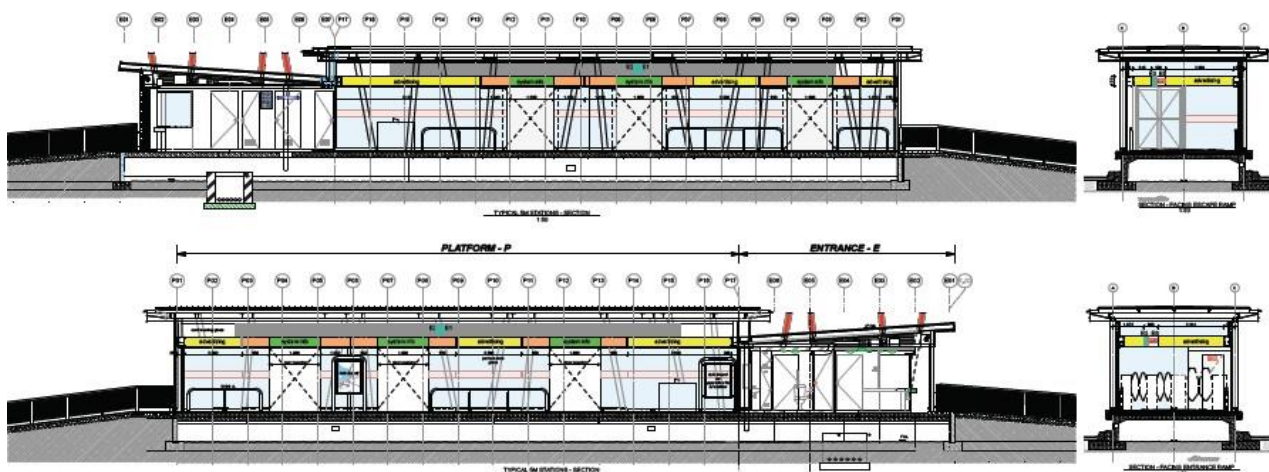
#### e) 5m width station design

The following are 5m width stations:

Queens Beach	Potsdam
Melkbosstrand	Vrystaat
Section	Circle East
Omuramba	Grey
Jansens	Woodstock
Neptune	Paarden Eiland
Atlantis	Adderley
Thibault	Century City
Mitchell's Plain	

Table 8: Names of stations that are of 5m Width station design

The architectural drawings that are relevant here:





## Luminaire Specifications: Shelters and Totems

## Annexure B

### Elements

Impact resistant 5w Totem luminaire  
Theft resistant 17w Route Map luminaire  
Theft resistant 34w Ad Box Luminaire set  
IP67 power supplies set

### Key Features

Lifespan of 10 to 16 years with lumen depreciation of not more than 20% to 30% (L80/L70)  
Suitable for temperatures up to 45°C  
3 Year warranty with 16-year design life.

Technical details:		Estimated Cost Excluding VAT
<b>Route Map Luminaire</b>		
Product Code :	PVT-004- 1880 or 1780 (length dependent)	R6 419
Optical compartment protection:	IP54	
Control gear protection:	IP67	
Impact resistance (Polycarbonate):	IK10	
Lamps:	Replaceable Mid Power LED Modules	
Colour Temperature:	5700°K >70 CRI	
Housing Material:	Galvanised and epoxy coated mild steel	
Light engine:	Anodised Aluminium & Polycarbonate	
Standard Colour:	ANP 3055 "Matt Charcoal"	
Total Power Consumption:	17w	
<b>Ad Box Luminaire Set</b>		
Product Code :	PVT-005	R5 819
Optical compartment protection:	IP54	
Control gear protection:	IP67	
Impact resistance (Polycarbonate):	IK06	
Lamps:	Replaceable Mid Power LED Modules	
Colour Temperature:	5700°K >70 CRI	
Housing Material:	Galvanised and epoxy coated mild steel	
Light engine:	Anodised Aluminium & Polycarbonate	
Standard Colour:	Natural Anodised Aluminium and White PCB	
Total Power Consumption:	34w (per set)	
<b>Anti-Glare, Impact Resistant Totem Luminaire</b>		
Product Code :	PVT-006	R8 587
Optical compartment protection:	IP54	
Control gear protection:	IP67	
Impact resistance (Polycarbonate):	IK06	
Lamps:	Replaceable Mid Power LED Modules	
Colour Temperature:	5700°K >70 CRI	
Housing Material:	Galvanised and epoxy coated mild steel	
Light engine:	Anodised Aluminium, PMMA & advanced composites	
Standard Colour:	Natural Anodised Aluminium and white opaque PMMA	
Total Power Consumption:	5w	
<b>Common Details Across Luminaires</b>		
Power Factor:	>95	
Control gear Voltage:	90V - 295 VAC as well as 127-417VDC	
Temperature Range:	-30°C to 45°C	
LED Lifespan (L80B50)*:	48 000Hrs @45°C ambient	
LED Lifespan (L70B50)*:	74 000Hrs @45°C ambient	
Imax for complete set @ 240V:	0.26A	
* Lumen depreciation not more than 20% in accordance with LM-80 - TM-21		
<b>Security Key</b>		
Product Code :	PVT-017	R1 763
<b>Security Bolts</b>		
Product Code :	PVT-111GB	R31

Table 9: Outlines technical specifications of luminaires for Shelters and stops

## Blue &amp; Yellow legacy stop names / street names

## Annexure C

Nr.	Stop Name	Street Name	Nr.	Stop Name	Street Name
1.	1/353	Somerset Road	2.	1-188	Main Rd
3.	Reygersdal Dr	Reygersdal Dr	4.	1-303	m4 main road
5.	Main Rd	Main Rd	6.	1/1557	welgelegen rd
7.	charel uys drive	charel uys drive	8.	1/1578	Dennegeur Avenue
9.	Main Rd	Main Rd	10.	Spine Road	Spine Road
11.	Otto Du Plessis	Otto Du Plessis	12.	1/655	Spine Road
13.	1/847	Otto du Plessis Dr	14.	1174	Spine rd -M32
15.	1/1308	Otto du Plessis Dr	16.	1/355	M9
17.	1/64	Otto du Plessis Dr	18.	1/731	M9
19.	1/1265	27	20.	1/77	M4
21.	1/797	Link Rd	22.	936	M4
23.	1/635	Link Rd	24.	1/201	M160
25.	1/639	Parklands Main Rd	26.	1-530	M4 main rd
27.	1/1073	Parklands Main Rd	28.	1/1563	M4
29.	1/638	Parklands Main Rd	30.	1087	M4
31.	Parklands Main Road	Parklands Main Road	32.	2403	Victoria RD
33.	Parklands Main Road	Parklands Main Road	34.	1/407	M4
35.	Parklands Main Road	Parklands Main Road	36.	925	M4 Rd
37.	Gie Road	Gie Road	38.	1/934	Frans Conradie dr
39.	vryberger Ave 1/894	vryberger ave	40.	1/1337 & 1/1223	Louwtjie Rothman
41.	vryberger Ave 1/683	vryberger ave	42.	28764	Main Road
43.	De Grendel Avenue	De Grendel Avenue	44.	44934	M4
45.	vryberger ave 1/1288	vryberger ave	46.	1/138	Concert Boulevard
47.	vryburg ave 1287	vryberger ave	48.	1/1331	1/1331
49.	vryburg ave 1/272	vryburg ave	50.	44927	Durban Road
51.	vryburger ave 1/1285	vryberger ave	52.	1-305	Strand RD
53.	De Grendel Avenue	De Grendel Avenue	54.	1/531	Strand Road
55.	vryburg ave 1/852	vryburg ave	56.	05-014	La Belle RD
57.	Potsdam Road	Potsdam Road	58.	1/1290	Nooiensfontein Road
59.	Vryburger Avenue	Vryburger Avenue	60.	Voortrekker RD	Voortrekker RD
61.	1/16469	Monte Vista Blvd	62.	1/42	Voortrekker Road
63.	27	27	64.	05/010	302
65.	Koeberg Road	Koeberg Road	66.	1/1296	Nooiensfontein Road
67.	Bosmansdam Road	Bosmansdam Road	68.	1/1624	Stellenbosch Arterial Road
69.	1/442	Summer Greens Dr	70.	1/922	Belgravia Road
71.	M5	M5	72.	College Road	College Road
73.	m5	m5	74.	New Eisleben Road	New Eisleben Road
75.	1/689 VRYBERGER AVENUE	vryburger Avenue	76.	Fulham ave	Fulham ave
77.	vryberger ave	vryberger ave	78.	Eisleben Road	Eisleben Road
79.	Montague Drive	Montague Drive	80.	1/828	Eisleben rd
81.	koeberg rd	koeberg rd	82.	1/772	Eisleben rd
83.	1/660	M8	84.	1/867	Caravelle Road
85.	Koeberg Road	Koeberg Road	86.	Samantha Str	Samantha Str
87.	1/372	M8	88.	1/754	Spurwing Drive
89.	koeberg rd	koeberg rd	90.	Beverly Street	Beverly Street
91.	koeberg rd	koeberg rd	92.	1/933	M65
93.	1/1125	M65	94.	Carina Clos	Carina Clos
95.	1/1044	310	96.	London Way	London Way
97.	1/580	310	98.	Blomvlei Road	Blomvlei Road
99.	1-470	Landsdowne Rd	100.	Range Road	Range Road
101.	1/874	Old Strandfontein Road	102.	1-430	M24
103.	1/1586	Old Strandfontein Road	104.	M24	M24
105.	2138	Bamboesvlei rd	106.	1/1107	Durban RD
107.	1-196	M9	108.	1/1277	Klipfontein Road
109.	1/1355	M9	110.	Erica Way	Erica Way
111.	1/1060	ottery road	112.	Erica Way	Erica Way
113.	1/440	302	114.	Spine Road	Spine Road

## TENDER NO:

Nr.	Stop Name	Street Name	Nr.	Stop Name	Street Name
115.	05-094	Willie Van Schoor	116.	Spine Road	Spine Road
117.	05/095	Durban road	118.	1/866	Weltevreden Road
119.	1-431	Durban rd	120.	Waltevreden RD	Waltevreden RD
121.	05-110	Durban Road	122.	Spine RD	Spine RD
123.	1/74	klipfontein rd	124.	Bonteheuwel Avenue	Bonteheuwel Avenue
125.	1/789	Voortrekker	126.	Govan Mbeki Road	Govan Mbeki Road
127.	Bofors circle	Bofors circle	128.	1/1081	Govan Mbeki Road
129.	bofors road	bofors road	130.	1/625	Morgenster rd
131.	Bofors Circle	Bofors Circle	132.	1/775	Morgenster STR
133.	bofors circle	bofors circle	134.	Dagbreek Avenue	Dagbreek Avenue
135.	1/1260	Bofors circle	136.	Park Avenue	Park Avenue
137.	1/554	M7	138.	Az Berman Road	Az Berman Road
139.	1/1352	Dean St	140.	1/865	Az Berman Road
141.	1/963	Houtbay Main Rd	142.	1/631	Katdoring Road
143.	hout bay harbour road	hout bay harbour road	144.	1/632	Katdoring Str
145.	1639	imam haron road	146.	Wespoort Drive	Wespoort Drive
147.	1/1317	Imam haron Road	148.	Cedar Avenue	Cedar Avenue
149.	1/286	Imam haron Road	150.	1/553	27
151.	1/743	imam harpn road	152.	1/1067	27
153.	1/1148	Corsairway	154.	1/1309	27
155.	1/898	M65	156.	1/1607	27
157.	1/415	Chichester	158.	1/514	27
159.	1/1321 - 1/1320	Chichester rd	160.	unknown	Gunners circle
161.	Doncaster Rd-unknown	Doncaster Rd	162.	unknown	Lake road
163.	1/1356 Race course rd	Race course rd	164.	860	Victoria Road
165.	Race Course Rd- unknown	Race Course Rd	166.	unknown	Firgrove way
167.	imam haron Road	imam haron Road	168.	Unknown	Brisbane Road
169.	1-469	Imam Haron Rd	170.	1/1056	Sussex Road
171.	unknown	M9	172.	1/371	Sussex Road
173.	1/795	M16	174.	unknown	Oscar Mpetha road
175.	1/730	1/730	176.	unknown	Spine road
177.	Strandfontein Road	Strandfontein Road	178.	unknown	Robert sobukhwe Drive
179.	1/878	Strandfontein Rd	180.	unknown	Chestnut way
181.	Grove street	Grove street	182.	unknown	Akkerboom Avenue
183.	1/1071	Main road	184.	unknown	Akkerboom Avenue
185.	1/869	Main Road	186.	unknown	Symphony way
187.	1/1053	Gordonsbay	188.	unknown	Heerengracht street
189.	1/1630 & 1/1052	Main Rd	190.	unknown	Belhar road
191.	1/1171	Tygerberg Hospital	192.	unknown	Belhar road
193.	1/1328	industrial road	194.	unknown	Steve biko road
195.	1/1642	Industria Ring	196.	unknown	New Eisleben road
197.	1/1301; 1/1302 & 1/1303	Stellenberg Road	198.	unknown	NY 3A road
199.	Radnor st	Radnor st	200.	1/1674	M7
201.	1-370	M4 Main Rd	202.	unknown	M7
203.	M4 main road	M4 main road	204.	unknown	M7
205.	1-33	M4 main road	206.	unknown	M7
207.	1/1229	M4 main road	208.	unknown	M7
209.	1/264	M4 main road	210.	unknown	Manenberg Avenue
211.	1/374	M4 main road	212.	kerria Avenue	kerria Avenue
213.	1/129	Camp Ground Road	214.	kerria Avenue	kerria Avenue
215.	1/907	Ottery Rd	216.	Helderberg Rd	Helderberg Rd
217.	Dennegeur	Dennegeur	218.	1-443	Buitengracht Dr
219.	1/737 & 1/579	Dennegeur ave	220.	44944	Montague Avenue
221.	1/1175	M32	222.	Montague dr	Montague dr
223.	Birkenhead Drive	Birkenhead Drive	224.	koeberg rd 1/1610	koeberg rd
225.	1/891	M32	226.	koeberg rd 1/975	koeberg rd
227.	M9	M9	228.	27-29	Carlisle St
229.	5th Ave- unknown	5th Ave	230.	marine dr	marine dr
231.	1/854	5th Ave	232.	717	Forest Dr
233.	933	Klip Rd	234.	1/794	Forest Dr

## TENDER NO:

Nr.	Stop Name	Street Name	Nr.	Stop Name	Street Name
235.	1/859	Montagus Gift Rd	236.	voortrekker rd	voortrekker rd
237.	1/873	Montagus gift rd	238.	1-805	Gunners Cir
239.	1/1049	M4 mainroad	240.	1-363	Gunners Cir
241.	1/1249	Milton roadn	242.	walrus rd	walrus rd
243.	1/1247	Milton road	244.	1/804	Benbow Ave
245.	1/1267	1/1267	246.	1-710	ottery road
247.	01-015	Vasco Blvd	248.	712	Forest Dr
249.	1/97	Vasco Blvd	250.	1/1304	1/1304
251.	1-54	Hugo st	252.	44932	M10
253.	1/1222	Hugo	254.	1/1635	M65
255.	1/1131	De Waal Road	256.	1/515	Glencairn Expy
257.	1/1122	Dewaal RD	258.	Welgelegen Ave-unknown	Welgelegen Ave
259.	1/53	M4	260.	1153	Church way
261.	918	Main Road	262.	Spine rd - M32	Spine rd - M32
263.	1-341	Main Road	264.	San remo ave	San Remo ave
265.	1/425	M4	266.	Birkenhead dr	Birkenhead dr
267.	1/198	Military road	268.	01-005	01-005
269.	1/1023 & 1/1016	Goedgedacht st	270.	Louwtjie Rothman st	Louwtjie Rothman st
271.	1/1831, 1/890	120	272.	1/1593	Gabriel Road
273.	1-830	Strand street	274.	1-43	M10
275.	1-112	Strand RD	276.	1/1257	Frans conradie drv
277.	1/832	1/832	278.	1/433	R302
279.	1/1291	nooiensfontein rd	280.	1/1278	Fifth st
281.	01-020	Voortrekker rd	282.	Eisleben rd	Eisleben
283.	1/114	voortrekker	284.	1/1199	Eisleben rd
285.	01/004	Voortrekker Road	286.	1/872	Morgenster strt
287.	01/007	Voortrekker RD	288.	1/938	Park Avenue
289.	05/011	Voortrekker Road	290.	unknown	Ladies miles road
291.	1/96	Voortrekker RD	292.	1/1305	Spine Road
293.	Voortrekker Road	Voortrekker Road	294.	unknown	Chestnut way
295.	1/294	302	296.	Montague Drive	Montague Drive
297.	1/295	Voortrekker Road	298.	Montague dr	Montague dr
299.	1/1295	nooiensfontein rd	300.	m5 1/1033	m5
301.	Seckenheim Street	Seckenheim Street	302.	m5	m5
303.	1/991	college service rd	304.	1/1604	M8
305.	1/1047	Highlands Drive	306.	Koeberg Road	Koeberg Road
307.	weltevreden pkwy	weltevreden	308.	koeberg rd 1/527	koeberg rd
309.	eisleben rd	eisleben rd	310.	15/16	Koeberg Road
311.	1/782	Merrydale Ave	312.	koeberg rd 1/206	koeberg rd
313.	1/783	Marrydale Avenue	314.	1/205	Koeberg Road
315.	1/441	merrydale ave	316.	Koeberg Road	Koeberg Road
317.	Zandvliet Road	Zandvliet Road	318.	koeberg rd 1/542	koeberg rd
319.	1/827	Musical Ave	320.	koeberg rd 1/284	koeberg rd
321.	Spurwing dr	Spurwing dr	322.	27/26	Section Street
323.	Stratford ave	Stanford ave	324.	koeberg rd	koeberg rd
325.	1/910	forest dr	326.	1/1061	Section Street
327.	1/909	Forest Drive	328.	voortrekker rd 1/596	voortrekker rd
329.	Forest dr	Forest dr	330.	1/966	Alexandra Rd
331.	Hindle rd	Hindle rd	332.	1/420	Fifth Avenue
333.	1/926	Albert Philander Way	334.	1/1629	Royal Rd
335.	Hindle Road	Hindle Road	336.	1/673	Lansdowne Road
337.	Hindle Road	Hindle Road	338.	1/672	Lansdowne Road
339.	Hindle Road	Hindle Road	340.	1-472	Lansdowne Rd
341.	Helderberg Road	Helderberg Road	342.	1/769	Landsdown rd
343.	M24	M24	344.	1/1564	Old Strandfontein Road
345.	1/788	M24	346.	101	m4 mainroad
347.	M24	M24	348.	1/906	Ottery Rd
349.	1/764	Lonedown Road	350.	1/65-23	Ottery Road
351.	M24	M24	352.	1-595	Ottery Rd

## TENDER NO:

Nr.	Stop Name	Street Name	Nr.	Stop Name	Street Name
353.	1/153	Klipfontein Road	354.	1/1070	Durban Road
355.	16954	Klipfontein RD	356.	1/435	302
357.	Klipfontein RD	Klipfontein RD	358.	1/1046	Durban Rd
359.	1/566	Klipfontein RD	360.	05-051	Durban Road
361.	Klipfontein RD	Klipfontein RD	362.	1384	Victoria str
363.	Bonteheuwel Avenue	Bonteheuwel Avenue	364.	16th Ave	16th Ave
365.	Bonteheuwel Ave	Bonteheuwel Ave	366.	1-391	Voortrekker rd
367.	Robert Sobukwe Road	Robert Sobukwe Road	368.	Voortrekker Road	Voortrekker Road
369.	Bocherds Quarry Road	Bocherds Quarry Road	370.	1/102	Main rd
371.	Bocherds Quarry Road	Bocherds Quarry Road	372.	1/1040	Hout Bay Harbour Road
373.	Govan Mbeki Road	Govan Mbeki Road	374.	979	M65
375.	1/773	Park Ave	376.	825	M65
377.	AZ Berman Dr	AZ Berman Dr	378.	1/837	Race course road
379.	First Avenue	First Avenue	380.	1/1019	Turf Hall Rd
381.	Wespoort Dr	Wespoort Dr	382.	Strandfontein Road	Strandfontein Road
383.	1/871	Park Avenue	384.	Strandfontein Road	Strandfontein Road
385.	Unknown	M17	386.	unknown	Strandfontein Rd
387.	Unknown	Birkenhead drive	388.	1/1558	Macassar Road
389.	1/1017	M63	390.	05-059	Jip de Jager Dr
391.	1/1017	Constantia main road	392.	Langeberg Road	Langeberg Road
393.	1/685	M7	394.	1/1315	Robert Sobukwe
395.	unknown	M7	396.	1/1001	Robert Sobukwe
397.	unknown	Robert sobukhwe road	398.	44933	M10
399.	unknown	Hector Avenue	400.	1-1556	Industria Ring rd
401.	1/601	Firgrove Way	402.	1/1316	Industria Ring Road
403.	unknown	Ottery road	404.	17/1600	Stellenberg Street
405.	unknown	Sussex road	406.	1/967	Main Rd
407.	1/1098	Lindela Road	408.	1/35	Main Rd
409.	Unknown	Lindela	410.	1/1620	Main Rd
411.	unknown	Lindela road	412.	1-473	Main Rd
413.	unknown	Hlonela street	414.	Main Rd- unknown	Main Rd
415.	unknown	Spine road	416.	1/127	Main Rd
417.	1/1031	Spine Road	418.	1/1585	Camp Ground Road
419.	unknown	Robert sobukhwe drive	420.	Grosvenor Avenue	Grosvenor Avenue
421.	unknown	M10	422.	Gardenia Street	Gardenia Street
423.	1/1105	Tambo Road	424.	Rygersdal Drive	Rygersdal Drive
425.	unknown	Goven mbeki road	426.	Palmer Avenue	Palmer Avenue
427.	Unknown	M7	428.	Gardenia Street	Gardenia Street
429.	unknown	Steve biko road	430.	Gardenia Street	Gardenia Street
431.	unknown	Steve biko road	432.	Palmer Avenue	Palmer Avenue
433.	unknown	Delft main road	434.	Otto Du Plessis Drive	Otto Du Plessis Drive
435.	3905	Delft Main Road	436.	1/1606	27
437.	unknown	Delft main road	438.	Edgemead Drive	Edgemead Drive
439.	Unknown	Delft Main Road	440.	Edgemead Drive	Edgemead Drive
441.	Unknown	Delft Main Road	442.	Adam Tas Avenue	Adam Tas Avenue
443.	1/1114	Delft Main Road	444.	Adam Tas Avenue	Adam Tas Avenue
445.	unknown	M7	446.	Adam Tas Avenue	Adam Tas Avenue
447.	unknown	M7	448.	The Brent Street	The Brent Street
449.	Hermes Road	Hermes Road	450.	1/1050	Thomas Bowler Ave
451.	Otto Du Plessis Drive	Otto Du Plessis Drive	452.	Monte Vista blvr	Monte Vista blvr
453.	Otto Du Plessis Drive	Otto Du Plessis Drive	454.	Blaauwberg Road	Blaauwberg Road
455.	44945	Monte Vista Boulevard	456.	Marine Drive	Marine Drive
457.	44948	Monte Vista Boulevard	458.	Koeberg Road	Koeberg Road
459.	05/002	Monte Vista Boulevard	460.	Reygersdal Drive	Reygersdal Drive
461.	1/1608	Koeberg Road	462.	Rygersdal Road	Reygersdal Road
463.	Koeberg Road	Koeberg Road	464.	Charel Uys Drive	Charel Uys Drive
465.	Koeberg Road	Koeberg Road	466.	Charel Uys Drive	Charel Uys Drive
467.	Koeberg Road	Koeberg Road	468.	Charel Uys Drive	Charel Uys Drive
469.	1/858 and 1/857	Voortrekker Road	470.	Charel Uys Drive	Charel Uys Drive
471.	1/408	Voortrekker Road	472.	Charel Uys Drive	Charel Uys Drive

## TENDER NO:

Nr.	Stop Name	Street Name	Nr.	Stop Name	Street Name
473.	15646	Victoria Road	474.	Brutus Road	Brutus Road
475.	15432	Victoria Road	476.	Brutus Road	Brutus Road
477.	23774	Imam Haron Rd	478.	Anna Avenue	Anna Avenue
479.	977	M65	480.	Anna Avenue	Anna Avenue
481.	1/1115	Sandown Road	482.	Grosvenor Avenue	Grosvenor Avenue
483.	1-324	kirstenbosch drive	484.	Hermes Road	Hermes Road
485.	23012	kirstenbosch drive	486.	Grosvenor Avenue	Grosvenor Avenue
487.	1/567	Klipfontein RD	488.	Grosvenor Avenue	Grosvenor Avenue
489.	1/327	Klipfontein Road	490.	Charel Uys Drive	Charel Uys Drive
491.	1/1342	Klipfontein RD	492.	Grosvenor Avenue	Grosvenor Avenue
493.	1/1652	Noordhoek main road	494.	Charel Uys Drive	Charel Uys Drive
495.	unknown	M7	496.	Montague Dr	Montague Dr
497.	unknown	M7	498.	Montague Dr	Montague Dr
499.	Main road	Hoof weg street	500.	25-25	Somerset Road
501.	1/1135	Street	502.	1/1570	Somerset Road
503.	1/317	New market str	504.	1/103	Victoria str
505.	Main Road	Main Road	506.	1/1116	victoria str
507.	1/1652	Heerengracht Str	508.	1/846	Victoria str
509.	1-233	Somerset Road	510.	1/1197	Main rd
511.	1/1541	Somerset Road	512.	Main rd	Main rd
513.	1/687	Hertzog blvd	514.	44953	Victoria rd
515.	1-397	Victoria rd			

[illegible]



TENDER NO:

ANNEX 1 (continued)

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Sheet						
		1	of									
No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
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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										



