TENDER NO: 93I/2025/26

TENDER DESCRIPTION: The Management of Advertising Opportunities on Public Transport Assets

CONTRACT PERIOD: 72 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE	**26 November 2025**
CLOSING TIME	**10:00am**
TENDER BOX NUMBER	**212**
TENDER FEE	**R200.00**

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

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED : **The Management of Advertising Opportunities on Public Transport Assets**

SITE VISIT/CLARIFICATION MEETING : Time: **09:00am to 11:00am** on Date: **11 November 2025**
(Not compulsory, but strongly recommended)

VENUE FOR SITE VISIT/CLARIFICATION MEETING: **Online Microsoft Teams link :**
https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTdkM2I1ZTgtZTBhYS00NTQxLThhNmYtNzkzYzE2Njc0M2Ux%40thread.v2/0?context=%7b%22Tid%22%3a%22ff731495-b3c8-44b3-93f8-6fca8fc5a699%22%2c%22Oid%22%3a%22423aa869-4c2b-4c3c-ae58-aca64ce06a0b%22%7
Meeting ID: 391 254 447 799 7
Passcode: VN7bq6Go

TENDER BOX & ADDRESS : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

: The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 93I/2025/26: TENDER DESCRIPTION: The Management of Advertising Opportunities on Public Transport Assets,** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE **:** City of Cape Town Supply Chain Management
Email**:** scm.tenders8@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in C.8 Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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 tender includes **five categories (A, B, C, D & E) and each category will be awarded separately.** These five categories are as per the following:

1. **Category A** related to **advertising opportunities on MyCiTi buses.**
2. **Category B** related to **advertising opportunities on MyCiTi bus shelters and stops.**
3. **Category C** related to **advertising opportunities on MyCiTi stations.**
4. **Category D** related to **advertising opportunities on Legacy bus shelters.**
5. **Category E** related to **advertising opportunities on Public Transport Interchanges**.

The CCT intends to appoint three tenderers per category, a highest ranked tenderer (the "winner") with two alternative tenderers. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be for a period of six years from the commencement date of the contract subject to approval in terms of the MFMA, Section 33.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

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

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

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

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

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

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

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as C.8 Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender' must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);

c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.

d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);

g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,

h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;

i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;

j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;

k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not applicable.

2.2.1.1.4 Minimum score for functionality

Tenderers can bid for any number of categories (A, B, C, D and E) as indicated in clause 2.1.5.1 above. The functionality of tenderers will therefore be scored using the table below. Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive for a particular category.

The description of the functionality criteria and the maximum possible score is set out as per the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria. The relevant information for minimum score for functionality must be completed under Schedule F13.

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

Functionality Evaluation Criteria

Contactable references shall be provided by a tenderer, if deemed necessary by the Bid Evaluation Committee (BEC) for purposes of verifying the above.

Criteria Number	Functionality Evaluation Criteria	Maximum Score
1	**Experience of Tenderer** The tenderer's proven track record in managing relevant work related to categories A to E, demonstrated through signed contracts, leases or service agreements that show the duration and nature of services rendered.	35

2	**Site Management** The tenderer's ability to manage a diverse portfolio of sites related to the categories A to E, supported by documentation that specifies the number and type of sites managed. Proof being contracts, leases, agreements and clear indication of amounts of sites managed and/or infrastructure maintained.	25
3	**Capital Management** Tenderers experience in executing large – scale projects involving significant capital investment related to the categories A to E, evidenced by documentation detailing project scope, investment amounts and associated contracts. These documents must describe the applicable capital investment projects and shall contain positive proof such as, but not limited to, proof of previous project investment outlays and details of associated contract/s. Points will be allocated against the largest project provided.	40
Total (Maximum score for functionality)		100

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

The minimum score for functionality is 60. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

The tables below outline the minimum score for functionality for categories A to E:

Category A to E – Advertising Opportunities
The functionality criteria will be evaluated in accordance with the following table:

Criteria Number	Applicable values/points	Evaluation Criteria
1	0	0 to <2 years proven experience
	15	2 to 5 years proven experience
	25	>5 to 10 years proven experience
	35	>10 years proven experience
2	0	0 to <50 advertising sites managed
	5	50 to 100 advertising sites managed
	15	101 to 150 advertising sites managed
	25	>150 advertising sites managed
3	0	R0 to <R5 million capital investment
	15	R5 million to <R10 million capital investment
	25	R10 million to <R15 million capital investment
	30	R15 million to <R20 million capital investment
	40	R20 million to >R25 million capital investment

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

In the case of Joint Ventures, each member of the JV will be required to provide information about their relevant experience. The evaluation criteria and points will be combined into one score for the JV as an entity. Points will be allocated in accordance with the ratio of the Members' interest in the JV.

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

2.2.1.1.7 Provision of samples

Not applicable.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

The tenderer shall attend an online clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

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

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

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

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

b) The CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

Not applicable.

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals
In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference 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 Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details**

of Tenderer pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were nonresponsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

[2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

- Based on the sum of the prices/rates in relation to 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 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:

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

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

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

Table B2: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) *Equal/ below R50 mil*	Evidence	Additional Guidance
	Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of			
1	***Gender are women (ownership)**** *>75% - 100% women ownership: 5 points* *>50% - 75% women ownership: 4 points* *>25% - 50% women ownership: 3 point* *>0% - 25% women ownership: 2 point* *0% women ownership = 0 points*	5	• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
			• Central Supplier Database report	• Report name: CSD Registration report
2	***Race are black persons (ownership)**** *>75% - 100% black ownership: 5 points* *>50% - 75% black ownership: 4 points* *>25% - 50% black ownership: 3 point* *>0% - 25% black ownership: 2 point* *0% black ownership = 0 points*	5	• B-BBEE certificate;	• South African National Accreditation System approved certificate or commissioned sworn affidavit
			• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
			• Central Supplier Database report	• Report name: CSD Registration report
3	***Disability are disabled persons (ownership)**** *WHO disability guideline* *>2% ownership: 3 points* *>0% - 2% ownership: 1.5 point* *0% ownership = 0 point*	3	• Proof of disability	• Medical certificate/ South African Revenue Services disability registration
			• Company Registration Certification	• Issued by the Companies and Intellectual Property Commission
	Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	***Promotion of Micro and Small Enterprises*** *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*	7	• B-BBEE status level of contributor;	• Specifically in line with the respective sector codes which the company operates, • South African National Accreditation System approved certificate or commissioned sworn affidavit
			• South African owned enterprises;	• Certificate of incorporation or commissioned sworn affidavit
			• Financial Statement to determine annual turnover	• Latest financial statements (1 Year)
	Total points	20		

**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 CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

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

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

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

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

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the CCT;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; and
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

a) Notices issued during the tender period,
b) Inclusion of some of the returnable documents, and
c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER NO: 93I/2025/26

TENDER DESCRIPTION: The Management of Advertising Opportunities on Public Transport Assets

CONTRACT PERIOD: 72 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code ___________
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code ___________
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms ____ (Name & Surname) Telephone :(____) _______________ Fax :(____) ___________ Cellular Telephone:_______________________________________ E-mail address:____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 93I/2025/26: THE MANAGEMENT OF ADVERTISING OPPORTUNITIES ON PUBLIC TRANSPORT ASSETS

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

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule.**

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _______________ (PLACE) ON THE _____ (DAY) OF__________________ (MONTH AND YEAR)

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

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER 93I/2025/26: THE MANAGEMENT OF ADVERTISING OPPORTUNITIES ON PUBLIC TRANSPORT ASSETS

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

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations.*

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

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

__________________________ For and on behalf of the City of Cape Town (Duly Authorised) Name and Surname:	_________________ Witness 1 Signature Name and Surname:
	________________ Witness 2 Signature Name and Surname:

TENDER 93I/2025/26: THE MANAGEMENT OF ADVERTISING OPPORTUNITIES ON PUBLIC TRANSPORT ASSETS

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

Notes:

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

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

3 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 93I/2025/26: THE MANAGEMENT OF ADVERTISING OPPORTUNITIES ON PUBLIC TRANSPORT ASSETS

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

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

The.. (Day)

Of.. (Month)

20........... (year)

At.. (Place)

For the Supplier: Signature(s) . . . .
Name(s) . . . .
Capacity . . . .
Signature and name of witness:

Signature . . . . Name . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

……………………....................………………………………..............…………………………. ,
(Supplier/Mandatary/Company/CC Name)

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

I, ………………………………….....…………………………….............…………………………, representing

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

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

COID ACT Registration Number: ……………………………………………………………………………………..

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

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

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

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

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

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

Witness **Mandatary**

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

Witness for and on behalf of CCT

C.4 PRICE SCHEDULE

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

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All rates and 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 rates and prices tendered will be final and binding.

5.4 All rates and 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 rental for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 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. These include:

5.7.1. The prices for Goods and/or Services delivered shall be subject to adjustment in terms of Schedule F.1 Contract Price Adjustment.

- The Supplier shall apply annual escalations based on CPI or the index specified in Schedule F.1.
- No escalation shall be applicable unless expressly approved in writing by the Purchaser (CCT).

5.8 Tenderers are not required to provide pricing for greyed out blocks in the table below.

5.9 The tender includes **five categories (A, B, C, D and E) and each category will be awarded separately**. Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated in item 2.2.1.1.4, will be declared responsive for a particular category. The CCT intends to appoint three tenderers per category, a highest ranked tenderer (the "winner") with two alternative tenderers. Tenderers must provide rates for every opportunity included under the category or categories they tender for. Failure to provide a rate will be managed in terms of 5.6 above.

5.10 The below detailed pricing schedule includes the minimum rental rate per month the City is willing to accept per item.

5.11 The detailed pricing schedule requires the tenderer to indicate the amount they are willing to pay the City per a month for each unit of the different opportunities. For example, under item 1.1, the tenderer must specify the monthly fee they are willing to pay the City per bus each month for back of bus.

5.12 Turnover Rental:

5.12.1 In addition to the fixed monthly rental payable in respect of each advertising unit, the successful tenderer ("Successful Tenderer") shall pay to the City a turnover rental equal to nine-point five percent (9.5%) of the gross advertising revenue derived from the exploitation of the advertising rights granted under this Contract ("Turnover Rental").

5.12.2 For purposes of this clause, "gross advertising revenue" means the total consideration (excluding VAT) actually received by the Successful Tenderer from any third party, client, sponsor, or brand in respect of advertising displayed on or within the advertising assets covered by this Contract, without deduction of any agency commission, marketing, servicing or other costs.

5.12.3 The Turnover Rental shall be calculated and paid quarterly in arrears, within 30 (thirty) days of the end of each quarter, together with a statement setting out the advertising revenue generated during the quarter.

5.12.4 The Successful Tenderer shall, at its own cost and expense, cause its entire records for the preceding financial year to be audited by its auditors (appointed from time to time by the Successful Tenderer and approved by the City). The auditors shall issue a certified statement as to the gross advertising revenue for each month of the financial year (the "Audited Statement"), which shall be delivered to the City forthwith and in no event later than 120 (one hundred and twenty) days after the close of that financial year.

5.12.5 The City shall be entitled, on reasonable notice, to require access to the Successful Tenderer's books, records, and contracts relevant to the calculation of the Turnover Rental, and to conduct its own audit thereof. Should such audit reveal an underpayment in excess of 5% (five percent), the Successful Tenderer shall bear the City's reasonable audit costs in addition to making immediate payment of the shortfall.

5.13 Project Manager Specialist:

5.13.1. All cost emanating from the actions undertaken by the Project Manager Specialist must be incorporated into the rates tendered for in each category.

5.13.2. If you are tendering for multiple categories, then one project manager specialist will be sufficient.

5.13.3. Details outlining the City's expectation in relation to Project Manager Specialist is stipulated in part 2, 20.5 and 20.6 in the specifications.

Summary Price Schedule:

SUMMARY OF OPPORTUNITIES		TOTAL PER MONTH Rate the Contractor is offering
1.	CATEGORY A: MyCiTi buses	
2.	CATEGORY B: MyCiTi bus Shelters and stops (incl. cleaning, maintenance and repairs)	
3.	CATEGORY C: MyCiTi stations	
4.	CATEGORY D: Legacy bus shelters	
5.	CATEGORY E: Public Transport Interchanges	

INITIALS OF CITY OFFICIALS		
1	**2**	**3**

Detailed Price Schedule:

Category A – Advertising Opportunities on MyCiTi Buses
The below table outlines the opportunities for **category A** related to **advertising on MyCiTi buses:**

ADVERTISING OPPORTUNITY		Description	Minimum rental rate the City will accept per unit per month	Rental rate the Contractor is offering per unit per month	Number of available units
1.	**MYCITI BUSES**				
1.1	Full back of bus	Buses	R 1,400.00		263
1.2	Back window of bus only	Buses	R 780.00		40
1.3	Side of bus	Buses	R 1,600.00		347
1.4	Digital screens	Screen	R 750.00		347
			Total:		
1.5	**PLUS** Percentage of sales turnover of supplier ("Turnover Rental")				9.5%

Category B – Advertising Opportunities on MyCiTi Bus Shelters and Stops
The below table outlines the opportunities for **category B** related to **advertising, cleaning, maintenance and repairs on MyCiTi bus shelters and stops:**

ADVERTISING OPPORTUNITY		Description	Minimum rental rate the City will accept per unit per month	Rental rate the Contractor is offering per unit per month	Number of available units
2.	**MYCITI BUS SHELTERS AND STOPS (INCL. CLEANING, MAINTENANCE AND REPAIRS)**				
2.1	Full/extended shelters	Shelter	R 2,000.00		204
2.2	Cantilever shelters	Shelter	R 1,250.00		138
2.3	Back panels on shelters	Shelter	R 500.00		11
2.4	Totems	A3 pole ads	R 500.00		144
			Total:		
2.5	**PLUS** Percentage of sales turnover of supplier ("Turnover Rental")				9.5%

Category C – Advertising Opportunities on MyCiTi Stations
The below table outlines the opportunities for **category C** related to **advertising at MyCiTi stations:**

ADVERTISING OPPORTUNITY		Description	Minimum rental rate the City will accept per unit per month	Rental rate the Contractor is offering per unit per month	Number of available units
3.	**MYCITI STATIONS**				
3.1	Interior data panels	Metres	R 50.00		2228m
3.2	Exterior data panels	Metres	R 90.00		150m
3.3	Backlit inside posters	Poster	R 1,000.00		8
3.4	Digital TV screens	Screen	R 1,200.00		82
			Total:		
3.5	**PLUS** Percentage of sales turnover of supplier ("Turnover Rental")				9.5%

Category D – Advertising Opportunities on Legacy Bus Shelters
The below table outlines the opportunities for **category D** related to **advertising, cleaning, maintenance and repairs on Legacy bus shelters:**

ADVERTISING OPPORTUNITY		Description	Minimum rental rate the City will accept per unit per month	Rental rate the Contractor is offering per unit per month	Number of available units
4.	**LEGACY BUS SHELTERS**				
4.1	Shelters	Shelter	R 1,000.00		292
4.2	Back of shelters	Shelter	R 500.00		8
			Total:		
4.3	**PLUS** Percentage of sales turnover of supplier ("Turnover Rental")				9.5%

Category E – Advertising Opportunities on Public Transport Interchanges
The below table outlines the opportunities for **category E** related to **advertising opportunities at Public Transport Interchanges:**

ADVERTISING OPPORTUNITY		Description	Minimum rental rate the City will accept per unit per month	Rental rate the Contractor is offering per unit per month	Number of available units
5.	**PUBLIC TRANSPORT INTERCHANGES**				
5.1	Large format LED screens	Meters^2	R 1500.00		18m^2
5.2	Digital Tv screens	Screen	R 1500.00		18
5.3	Static advertising boards	Meters^2	R 500.00		90m^2
5.4	Non-backlit poster	Poster	R 350.00		10
5.5	Data Panel	PTI	R 370.00		90m^2
			Total:		
5.6	**PLUS** Percentage of sales turnover of supplier ("Turnover Rental")				9.5%

INITIALS OF CITY OFFICIALS		
1	**2**	**3**

C.5 SPECIFICATION(S)

PART 1: 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/ supplier 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 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;

"Assets" refers to the advertising sites available on public transport vehicles and infrastructure.

"**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;

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

"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;

"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;

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

"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;

"Facilities" a place or immovable structure for the purpose of public transport.

''**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."

"Infrastructure" should be understood to include vehicles, bus stops and shelters.

"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 a Service Notice; or

c) by agreement between the Parties;

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

"Maintenance Contractor" means a contractor responsible for cleaning, maintenance and repair of bus stops;

"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;

"**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 C.5 Annexure "A";

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

"**Price Schedule**" means the price schedule set out in Chapter 4;

"**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;

"**Protocols**" means a protocol and/or a standard operating procedure issued from time to time by the CCT as set out in Part 1, Clause 4 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;

"Service Notice" means a notice issued, from time to time, by the CCT 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 facilities management contractor or any other contractor appointed by the CCT to manage operations on the MyCiTi Stations;

"**Tender**" means tender number **93I/2025/26**;

"**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 "C.5 Specification(s)" 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;

"**Totems**" are the description used for MyCiTi bus stops where there is no shelter.

"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 C.5 Annexure A.

"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 (i.e. *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 opportunities

2.1 The CCT has identified the sale of advertising space on public transport assets 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:

1. Category A: MyCiTi Buses	1.1. Full back of bus
	1.2. Back window of bus only
	1.3. Side of bus
	1.4. Digital screens
2. Category B: MyCiTi Bus Shelters and Stops (incl. cleaning, maintenance and repair)	2.1. Full/extended shelters
	2.2. Cantilever shelters
	2.3. Back panels on shelters
	2.4. Totems
3. Category C: MyCiTi Stations	3.1. Interior data panels
	3.2. Exterior data panels
	3.3. Backlit inside posters
	3.4. Digital TV screens
4. Category D: Legacy Bus Shelters	4.1. Shelters
	4.2. Back of shelters
5. Category E: Public Transport Interchange	5.1. Large format LED screens
	5.2. Digital Tv screens
	5.3. Static advertising boards
	5.4. Non-backlit poster
	5.5. Data Panel

2.2 The CCT wishes to appoint three suitable tenderers for each category, a highest ranked tenderer (the "winner") with two alternative tenderers to assist in realising these revenue streams.

2.3 Pricing Schedule instructions:

2.3.1 All tendered prices will be subject to Contract Price Adjustment as set out in Schedule F.1.

2.3.2 Tenderers are required to quote for all advertising opportunities as per the pricing schedule in order to be considered responsive.

2.3.3 As per the pricing schedule the City reserves the right to negotiate the percentage of sales turnover with the Advertising Contractor for each category, and wherein the Advertising Contractor shall participate in such negotiation in good faith. In the event that the negotiations are not successful, the City shall be entitled to 9,5 percentage of the sales turnover, and which shall be retained by the Advertising Contractor for purposes of capital enhancement measures identified by the City from time to time with a view of maximising the advertising turnover potential of the various categories of advertising assets.

3 Context

3.1 The aim of this tender is for the CCT to derive income from advertising opportunities on public transport assets in order to invest in public transport.

3.2 The overall objective is to maximise sustainable revenue to the mutual benefit of the CCT and the Advertising Contractor.

3.3 The public transport assets covered in this tender offer premium outdoor advertising opportunities within Cape Town and in comparison to other cities in the country.

3.4 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) Province of Western Cape, Provincial Gazette. City of Cape Town Outdoor Advertising and Signage By-law, No 8969: 2023

3.5 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 Contractor will be required to seek approval of any advertising or advertising site from the CCT Contract Manager.

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 April 2025, gives good insight into routes, stops and fares. The latest version of the map is available at www.myciti.org.za.

3.8 Not all public transport infrastructure is available for advertising for environmental and traffic reasons. The identified advertising space on public transport infrastructure are stipulated in the pricing schedule and each section below.

3.9 The scope of work 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. An updated schedules will be provided.

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.

4.2 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.

4.3 No advertisement may be placed on any public transport infrastructure without the prior written approval of the CCT Contract Manager.

4.4 Advertising erected on the advertising sites may not cover any MyCiTi branding, statutory signage or system information, all of which must be fully visible unless specific permission has been granted by the CCT Contract Manager.

4.5 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 CCT Contract Manager.

4.6 The Advertising Contractor may-

4.6.1 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.

4.6.2 Take photos of the advertising on shelters but the totem pole and the MyCiTi brand may not be included in the photo.

4.7 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 CCT or MyCiTi can run its own advertising campaigns as can any other advertiser, at the rates stipulated in the Price Schedule.

5.2 CCT or MyCiTi will provide the Advertising Contractor with the advertising material to be used.

5.3 The Advertising Contractor will be obliged to maintain this advertising material as it would for any other advertiser.

6 Advertising Artwork Approval Process

6.1 Approval of advertising artwork must be obtained from the CCT Contract Manager before the Advertising Contractor may conclude the sale with any prospective advertiser.

6.2 The CCT Contract Manager will get approval or objections from MyCiTi / CCT Communications in writing and will convey this approval/rejection to the Advertising Contractor within three working days of the advertising material being submitted for approval.

6.3 The Advertising Contractor may dispute any objection by submitting their objection, in writing, to the CCT Contract Manager within two working days and the CCT Contract Manager, whose decision will be final, will respond in writing within three working days.

PART 2: ADVERTISING OPPORTUNITIES

CATEGORY A: MYCITI BUSES

1 Advertising on and in MyCiTi buses

The tender allows for advertising opportunities on both interior and exterior of MyCiTi buses. The MyCiTi bus fleet currently consists of 7 bus types, currently only 347 buses are available for advertising. Contract Manager will advise the Advertising Contractor of any changes to the number of buses available for advertising.

Bus Type	Specification	Total
Volvo	High Floor – 12 Metre	43
Volvo	High Floor – 18 Metre	8
Volvo	Low Floor – 12 Metre	15
Volvo	Low Floor – 18 Metre	12
Optare	Low Floor – 9 Metre	209
Scania	High Floor – 12 Metre	38
Scania	High Floor – 18 Metre	22
		347

Table 1: Number of buses per bus type

1.1 <u>Full back of bus</u>

The back of MyCiTi buses is available for decal advertising. The image below provides an example of advertising on the full back of bus. The MyCiTi fleet currently have 307 buses available for full back of bus advertising.

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

1.2 Back window of bus only

The back of MyCiTi buses is available for decal advertising. The image below provides an example of advertising on the back window of bus only. The MyCiTi fleet currently have 40 buses available for back of window of bus for advertising.

Figure 2: Example of advertising space at the back of buses

1.3 Side of bus

There are also advertising opportunities available on a portion of the side of the MyCiTi bus fleet. The below image provides an example of potential advertising that can be accommodated on the side of the MyCiTi bus. There are currently 347 buses available for decal advertising as shown below:

Figure 3: Example of advertising space on side of buses

1.4 Bus interior: digital screens

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 below table outlines the number of available buses per a bus type for interior digital advertising:

Bus Type	Number of buses available
9m buses	167
12m buses	90
18m buses	39

Table 2: Number of available buses per bus type

- 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 the integrity of the bus, passenger health and safety, inconvenience the passengers in any way or distract the driver 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 MyCiTi or City content).
- The Advertising Contractor is obliged to get approval from the CCT Contract Manager for all equipment installed and the CCT Contract Manager will ensure that a response is forthcoming within one month of approval being requested.
- At the conclusion of the contract the Advertising Contractor is obliged to remove their equipment and to make good.

1.5 Contractor's responsibilities for bus advertising

1.5.1 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.

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

1.5.3 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.

1.5.4 The Advertising Contractor is responsible for maintenance of advertising material and advertising fixtures.

CATEGORY B: MYCITI BUS SHELTERS AND STOPS

2 Advertising at MyCiTi bus shelters and bus stops

The stops along the MyCiTi routes are referred to as totems (stops) and shelters (Full/Full Extended and Cantilever). The table below details the quantity per type across the City.

Description	Cantilever	Full Shelter	Extended Shelter	Totem Pole	Total
Inner City	27	28	1	28	**84**
Hout bay	8	17	2	13	**40**
Camps Bay & Sea Point	28	35	2	80	**145**
Salt River	4	0	0	2	**6**
Atlantis	6	57	0	48	**111**
Table View	32	38	2	29	**101**
Montague Gardens	8	8	0	2	**18**
Melkbosstrand	5	4	0	15	**24**
Mitchell's Plain	10	7	0	0	**17**
Khayelitsha	18	13	0	3	**34**
Salt River/Montague Gardens	19	15	0	18	**52**
Summer Greens /Woodbridge	0	7	0	4	**11**
Summer Greens /Century City Rail	4	4	0	0	**8**
Parklands/ Melkbosstrand	0	2	0	4	**6**
Total	**169**	**235**	**7**	**246**	**657**

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

MyCiTi may reduce, increase or introduce new stops and shelters during the course the contract. The CCT Contract Manager will advise the Advertising Contractor of any changes to the number and nature of shelters and stops available. Should new sites be introduced the same rates will be applied in proportion to the size of advertising space available. 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

There is various 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:

2.1 Full Shelter

The below images provide an example of what a full shelter is. The 1250mm x 1850mm advertising panel marked in green and facing down the road is available on both sides. In addition, one of the A0 panels marked in green as shown in the image on the right below is available for advertising.

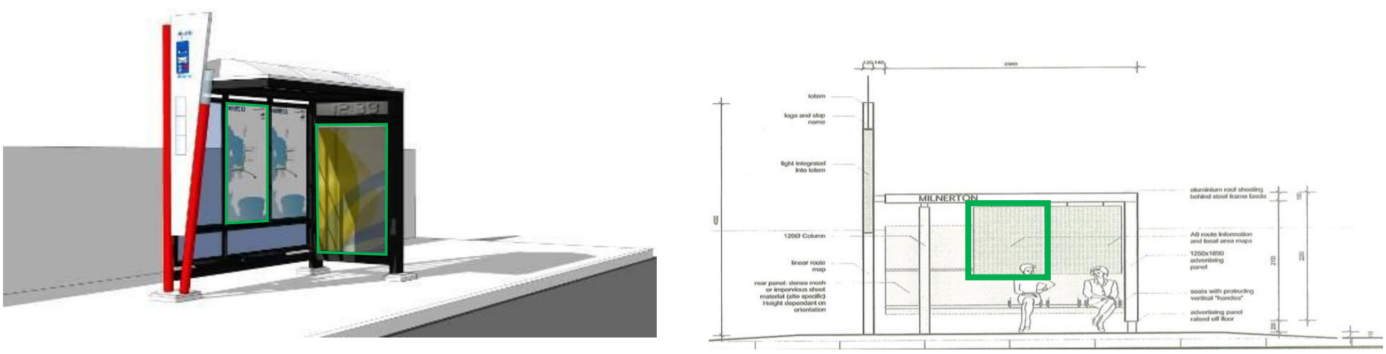


Figure 4: Shows advertising opportunities on Full shelters

2.1.2 <u>Extended full shelter</u>

The below image illustrates an extended full shelter. The extended shelter is an extended version of the full shelter and has exactly the same advertising space available as per the full shelter:

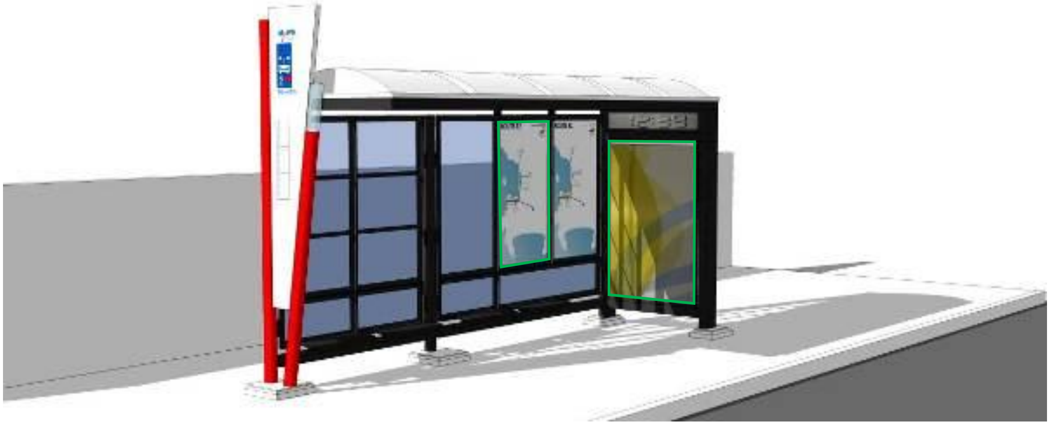


Figure 5: Shows an example of an Extended shelter

2.2 <u>Cantilever Shelter</u>

The below image illustrates what a Cantilever shelter is. The 1250mm x 1850mm advertising panel marked in green and facing down the road is available on both sides. In addition, one of the A0 panels marked in green is available for advertising.

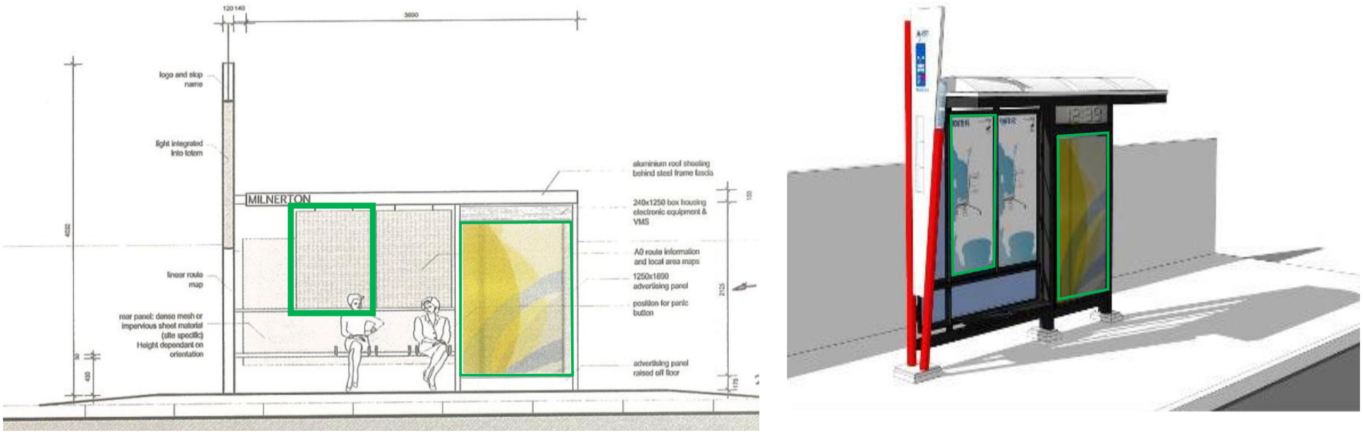


Figure 6: Shows advertising opportunities on Cantilever shelter

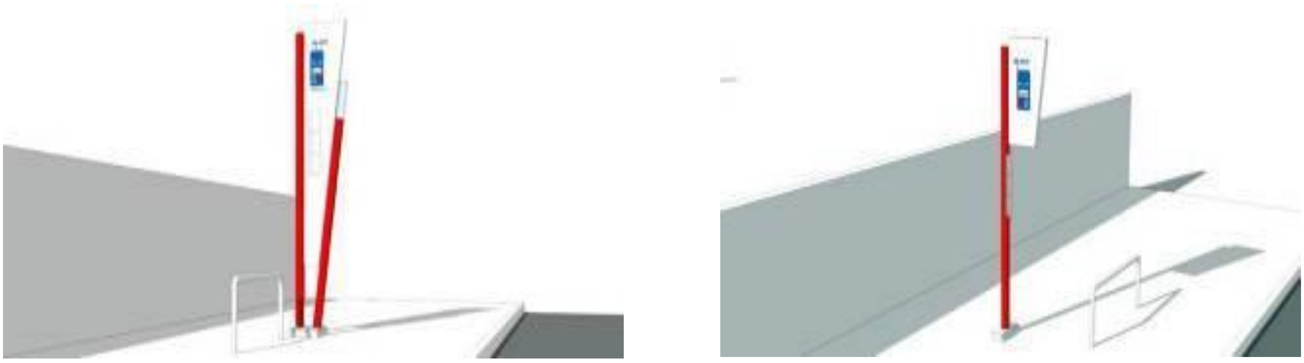
2.3 <u>Advertising on back panel of shelters</u>

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 CCT Contract Manager.
- The Advertising Contractor will be responsible for the maintenance of these fittings.

2.4 Bus stop/Totems

The below image provides an illustration of totems and reduced totem poles. There is a total of 256 totems, made up of 2 full totems and 254 reduced totems available for advertising. The Advertising Contractor is responsible for maintenance of advertising material and advertising fixtures



TOTEM REDUCED TOTEM

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

Advertising space is available on totems / reduced totems as illustrated in the example below:

Figure 8: Shows an example of advertising on a totem pole

CLEANING, MAINTENANCE AND REPAIR OF MYCITI BUS SHELTERS AND STOPS

2.5 **Cleaning, maintenance and repair of bus shelters and stops**

2.5.1 Cleaning of Bus Precincts (Shelters and Totems)

The Advertising/Maintenance Contractor will be responsible for the cleaning of all bus shelters and stops which constitutes an area of 5 metres 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.

2.5.2 <u>Cleaning methods, materials and equipment</u>

- The Advertising/Maintenance Contractor must provide all equipment and materials required to clean the stops.
- The Advertising/Maintenance 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/Maintenance 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/Maintenance Contractor must provide Material Safety Data Sheets ("MSDS") for all proposed chemicals and keep this available for inspection by the CCT.
- The Advertising/Maintenance Contractor must ensure that no cleaning equipment is left in any public area.

2.5.3 <u>Cleaning personnel</u>

The Advertising/Maintenance 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.

2.5.4 <u>Cleaning specifications</u>

- The bus stops may be cleaned throughout the day unless specifically indicated otherwise, while ensuring the least possible disruption or inconvenience to passengers.
- The Advertising/Maintenance 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/Maintenance 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/Maintenance Contractor undertakes the scrubbing, the Advertising/Maintenance 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/Maintenance Contractor must coordinate with the CCT Cleansing Department to facilitate cleaning prior to the services described in clause 2.5.4 above.
- All papers and other litter must be deposited in the green CCT litter bins, where these have been provided. Where litter bins are not provided the Advertising/Maintenance Contractor is nevertheless obliged to remove litter.
- All weeds removed through weeding must be bagged and removed from the site and must be disposed of in accordance with municipal by-laws.

2.5.5 <u>Cleaning – Safety and Recordkeeping</u>

The Advertising/Maintenance Contractor must ensure that:

- All required safety signage is used during Cleaning to prevent any potential injuries of any staff or persons using the Bus Stops.
- 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.
- A monthly audit and conditional assessment register shall form part of the contractor's cleaning and safety records, recording the state of shelters and identifying any defects requiring maintenance or repair. Where maintenance is identified, the cost of labour shall be based on an hourly rate and verified by the City of Cape Town's Contract Manager. In the event of a dispute over costs, the City reserves the right to appoint an alternative contractor. Conditional assessments must be comprehensive, covering all relevant City assets, and all maintenance or repair work to stops and shelters shall be undertaken strictly in accordance with the assessment findings and written instructions issued by the Contract Manager.

2.6 Maintenance of Shelters and Totems

2.6.1 The Advertising/Maintenance Contractor is required to maintain all shelters and totems. The number of shelters and totems to be maintained may increase or decrease over the contract period.

2.6.2 Sufficient personnel will be required to perform maintenance on bus stops and shelter infrastructure.

2.6.3 The Advertising/Maintenance 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/Maintenance Contractor by the CCT from time to time.

2.6.4 The Advertising/Maintenance Contractor must ensure that all the components, structures and equipment as well as any other parts identified by the CCT 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.

2.6.5 The Advertising/Maintenance 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/Maintenance 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 in 2.6.3 above.

2.6.6 The Advertising/Maintenance Contractor must keep records of all maintenance services and make these records available to the CCT Contract Manager on request.

2.6.7 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/Maintenance Contractor in terms of this Contract, although the Advertising/Maintenance Contractor (with the assistance of the CCT, where required) remains responsible for making the necessary arrangements for such work to be completed.

2.6.8 The Advertising/Maintenance Contractor must take all reasonable measures to mitigate the risk of any latent defects at the stops that falls within the knowledge of the Advertising/Maintenance Contractor or should have reasonably fallen within its knowledge and attention.

2.6.9 The Advertising/Maintenance 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 Contract Manager prior to the termination of normal timeframes envisaged below:

- Where the Advertising/Maintenance Contractor has notified the CCT Contract Manager, in writing, of any repair or maintenance required to any of the stop precincts, the Advertising/Maintenance Contractor shall be afforded a period of 10 (ten) business days to affect the necessary repairs or maintenance from the date of such notification;
- Where the Advertising/Maintenance Contractor fails to notify the CCT Contract Manager timeously as contemplated under clause 2.6.9 and the CCT identifies repairs or maintenance required to any of the Maintenance Areas and notifies the Advertising/Maintenance Contractor in writing accordingly, the Advertising/Maintenance Contractor shall then be obliged to affect such repairs or maintenance within 3 (three) business days from the date of such notification;

2.6.10 Failure by the Advertising/Maintenance Contractor to comply with the aforesaid provisions within the stipulated time periods shall attract Penalties in accordance with the Penalty Schedule.

2.6.11 The Advertising/Maintenance Contractor is obliged to report monthly to the CCT Contract Manager on the condition of the stops and to immediately report any latent and patent defects which it discovers.

2.6.12 Repairs to stops and shelters shall be undertaken on the basis of conditional assessment findings and only upon written instruction from the City of Cape Town's Contract Manager.

2.7 Repairs to Stops and Shelters

2.7.1 The Advertising/Maintenance Contractor is required to affect repairs at all stops and shelters. The number of stops and shelters to be repaired may increase or decrease over the contract period.

2.7.2 The Advertising/Maintenance Contractor will be responsible to repair or replace, at their cost, any stops damaged due to accidents, vandalism or any other act.

2.7.3 Repairs to stops and shelters shall be undertaken on the basis of conditional assessment findings and only upon written instruction from the City of Cape Town's Contract Manager.

2.8 Vandalism and Damage to Infrastructure at Stops

2.8.1 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/Maintenance Contractor as part of their obligation to maintain such infrastructure.

2.8.2 The Advertising/Maintenance Contractor is referred to the Luminaire Specifications for totems and shelters included in **Annexure C** and should take cognisance of the cost of these units when tendering.

2.8.3 CCT purposefully uses “vandal proof” material in the construction of transport infrastructure in an effort to minimise damage from vandalism. Should the Advertising/Maintenance Contractor identify any material that could further minimise the impact of vandalism they are required to bring this to the attention of the CCT Contract Manager.

2.8.4 The Advertising/Maintenance Contractor is required to affect repairs and maintenance to vandalism and damage to infrastructure at stops in accordance with Part 2, clause 2.7 and 2.8.

2.8.5 Should the Advertising/Maintenance Contractor identify a plan for minimising vandalism, then the plan should be submitted to the CCT Contract Manager for consideration and possible implementation.

2.8.6 Repairs to stops and shelters shall be undertaken on the basis of conditional assessment findings and only upon written instruction from the City of Cape Town’s Contract Manager.

2.9 Amendment to Cleaning, Maintenance and Repair Obligations

2.9.1 CCT has the right to amend cleaning, maintenance and repair requirements by issuing a Service Notice to this effect. The Advertising/Maintenance Contractor will be required to respond within seven working days with any objections to the amendments which will be considered by the CCT Contract Manager, who will respond within seven days and whose decision is final.

CATEGORY C: MYCITI STATIONS

3 Advertising at MyCiTi stations

The following 37 MyCiTi bus stations are available in two formats, for advertising.

3,5m width stations include:	5m width stations include:
1. Killarney	1. Stadium
2. Potsdam	2. Table view (Trunk)
3. Queensbeach	3. Neptune
4. Melkbosstrand	4. Paarden Eiland
5. Porterfield	5. Thibault
6. Sandown	6. Omuramba
7. Omuramba	7. Grey
8. Royal Ascot	8. Janssens
9. Gardens	9. Wood
10. Woodstock	10. Circle East
11. Section	11. Atlantis
12. Vrystaat	12. Adderley
13. Zoarvlei	13. Century City
14. Lagoon	14. Mitchell's Plain
15. Woodbridge	
16. Milnerton	
17. Racecourse	
18. Sunset Beach	
19. Tableview (feeder)	
20. Granger Bay	
21. Refinery	
22. Montague	
23. Sanddrift	

Table 7: Different stations per typology

The following advertising opportunities are available at bus stations:

- Data panels.
- Digital screens.
- Interior A0 posters at the Civic Station.

The Advertising Contractor must take into consideration that the City may add or remove stations, or advertising opportunities, at its discretion and the CCT Contract Manager will provide sufficient notice to the Advertising Contractor, in writing, should this be necessary.

3.1 Interior data panels

The data panels run along the inside of the station as indicated in an artist's impression below:

Figure 9: Example of interior station data panels

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.

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 B** 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.

3.2 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. The space available is at the end of the station above the emergency door exit shown in yellow below:

The space available is 1600mm wide and 440mm deep

The space available is 3200mm wide and 440mm deep

Figure 10: Space available on MyCiTi Stations

3.3 Interior posters at MyCiTi Civic Centre Station

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

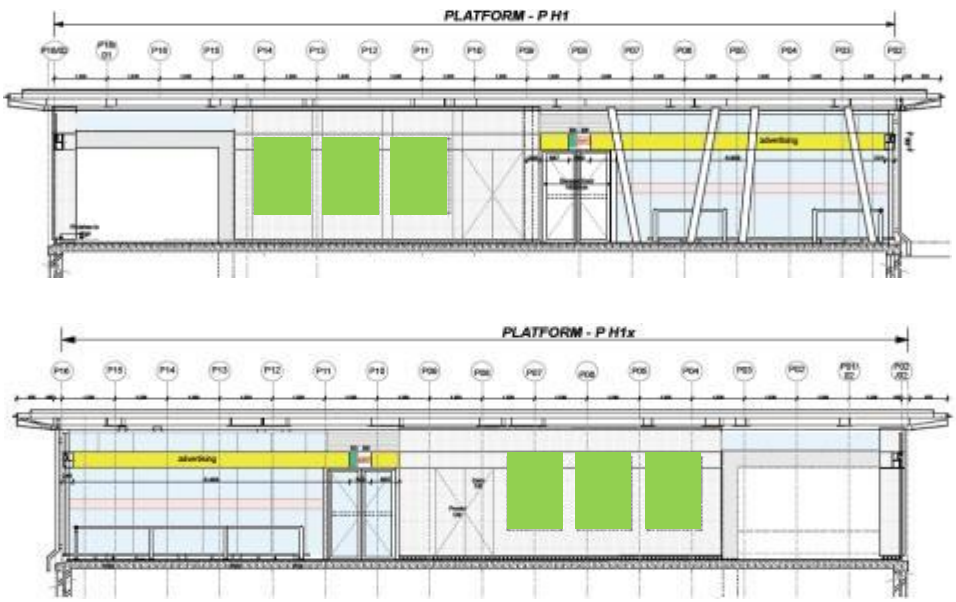


Figure 11: Example of poster advertising space at Civic Centre stations

Other opportunities may be identified by the Advertising Contractor for approval by the CCT Contract Manager.

The fitting, maintenance and removal of advertising fitments will be for the Advertising Contractor's cost and must be approved by the CCT Contract Manager.

3.4 Digital advertising at MyCiTi stations

The City makes provision for the installation of digital screens at all of the stations. The City shall also make provision for the installation of large-format digital advertising screens within designated stations. The specific locations for such installations shall be identified and finalized in consultation with the appointed Advertising Contractor following the conclusion of the procurement process.

3.4.1 The Advertising Contractor is required to install any screens required, 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.

3.4.2 In addition to providing replacement 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.

3.4.3 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.

3.4.4 The Advertising Contractor is obliged to get approval from the CCT Contract Manager for all equipment installed and the CCT Contract Manager will ensure that a response is forthcoming within one month of approval being requested.

3.4.5 The screens and related equipment remain the property of the Advertising Contractor for the duration of the contract.

3.4.6 Updating of advertising material is the responsibility of the Advertising Contractor.

3.4.7 The Advertising Contractor must provide a schedule of content that includes advertising, news and MyCiTi and/or CCT content to be included (free of change for City content).

3.4.8 At the conclusion of the contract the Advertising Contractor is obliged to remove their equipment and to make good.

3.5 Maintenance of advertising material and fittings at stations

The Advertising Contractor is responsible for maintenance of advertising material and advertising fixtures.

CATEGORY D: LEGACY BUS SHELTERS

4 Advertising at legacy bus shelters

4.1 Legacy bus shelters

There are 291 legacy shelters available for advertising across the city. A list of shelters, names and locations are provided under C5. Annexure D and an updated schedule will be issued to the Advertising Contractor when the contract is awarded.

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

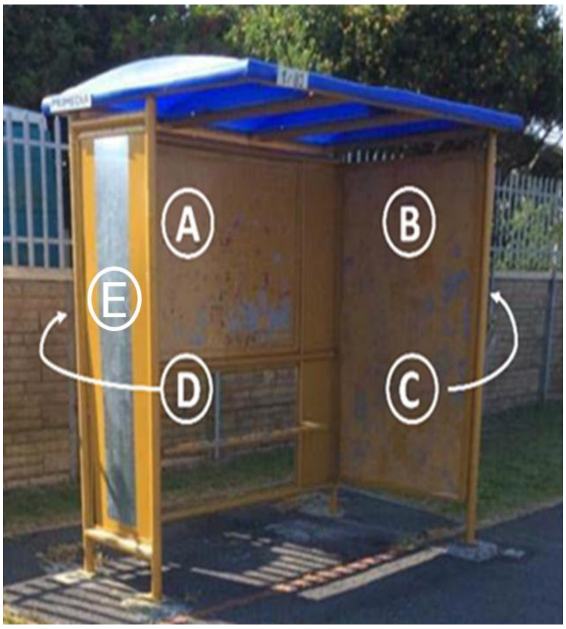


Figure 12: Example of advertising space on Blue & Yellow Legacy shelters

The following advertising space is available on legacy shelters:

- A, B & C are A0 portrait poster spots available for advertising.
- E is known as the weather strip and it is not available for advertising because it is used for City signage.

The City is in the process of formalizing all legacy shelters and therefore reserves the right to remove or add these shelters from this advertising tender by giving the Advertising Contactor sufficient notice by means of issuing a service notice.

4.2 Back of shelter

Area D in the above figure recognises that certain of these bus stops may be positioned in such a way that the back of the shelter lends itself to advertising. The Advertising Contractor is required to assess this and include identified sites in their quotation, working on A0 portrait or landscape and including this in the Price Schedule where indicated.

4.3 Additional: LED screens

The Advertising Contractor may apply to the CCT Contract Manager for approval to install and maintain LED screens at its own cost.

- 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.

- The Advertising Contractor is required to install the screens, ensuring that they are compatible with the power supply at the shelter as well as positioning them in such a way that they in no way jeopardise commuter health and safety.
- 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.
- The Advertising Contractor is obliged to get approval from the CCT Contract Manager for all equipment installed and the CCT Contract Manager will ensure that a response is forthcoming within one month of approval being requested.
- At the conclusion of the contract the Advertising Contractor is obliged to remove their equipment and to make good.

CLEANING, MAINTENANCE AND REPAIR OF LEGACY BUS SHELTERS

4.4 **Cleaning, maintenance and repair of legacy bus shelters and stops**

4.4.1 <u>Cleaning of Bus Precincts (Shelters)</u>

The Advertising/Maintenance Contractor will be responsible for the cleaning of all legacy bus stops 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.

4.4.2 <u>Cleaning methods, materials and equipment</u>

- The Advertising/Maintenance Contractor must provide all equipment and materials required to clean the stops.
- The Advertising/Maintenance 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/Maintenance 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/Maintenance Contractor must provide Material Safety Data Sheets ("MSDS") for all proposed chemicals and keep this available for inspection by the CCT.
- The Advertising/Maintenance Contractor must ensure that no cleaning equipment is left in any public area.

4.4.3 <u>Cleaning personnel</u>

The Advertising/Maintenance 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.

4.4.4 <u>Cleaning specifications</u>

- The bus stops may be cleaned throughout the day unless specifically indicated otherwise, while ensuring the least possible disruption or inconvenience to passengers.

- The Advertising/Maintenance 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/Maintenance 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 if applicable;
    - 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/Maintenance Contractor undertakes the scrubbing, the Advertising/Maintenance 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/Maintenance Contractor must coordinate with the CCT Cleansing Department to facilitate cleaning prior to the services described in clause 4.4.4 above.
- All papers and other litter must be deposited in the green CCT litter bins, where these have been provided. Where litter bins are not provided the Advertising/Maintenance Contractor is nevertheless obliged to remove litter.
- All weeds removed through weeding must be bagged and removed from the site and must be disposed of in accordance with municipal by-laws.

4.4.5 <u>Cleaning – Safety and Recordkeeping</u>

The Advertising/Maintenance Contractor must ensure that:

- All required safety signage is used during Cleaning to prevent any potential injuries of any staff or persons using the Bus Stops.
- 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.
- A monthly audit and conditional assessment register shall form part of the contractor's cleaning and safety records, recording the state of shelters and identifying any defects requiring maintenance or repair. Where maintenance is identified, the cost of labour shall be based on an hourly rate and verified by the City of Cape Town's Contract Manager. In the event of a dispute over costs, the City reserves the right to appoint an alternative contractor. Conditional assessments must be comprehensive, covering all relevant City assets, and all maintenance or repair work to stops and shelters shall be undertaken strictly in accordance with the assessment findings and written instructions issued by the Contract Manager.

4.5 **Maintenance of legacy shelters**

4.5.1 The Advertising/Maintenance Contractor is required to maintain all shelters and totems. The number of shelters and totems to be maintained may increase or decrease over the contract period.

4.5.2 Sufficient personnel will be required to perform maintenance on bus stops and shelter infrastructure.

4.5.3 The Advertising/Maintenance 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 if applicable;
- 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/Maintenance Contractor by the CCT from time to time.

4.5.4 The Advertising/Maintenance Contractor must ensure that all the components, structures and equipment as well as any other parts identified by the CCT 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.

4.5.5 The Advertising/Maintenance 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/Maintenance Contractor may need to liaise with the relevant department in the CCT for permission to access the connection in the street light pole; and

4.5.6 The Advertising/Maintenance Contractor must keep records of all maintenance services and make these records available to the CCT Contract Manager on request.

4.5.7 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/Maintenance Contractor in terms of this Contract, although the Advertising/Maintenance Contractor (with the assistance of the CCT, where required) remains responsible for making the necessary arrangements for such work to be completed.

4.5.8 The Advertising/Maintenance Contractor must take all reasonable measures to mitigate the risk of any latent defects at the stops that falls within the knowledge of the Advertising/Maintenance Contractor or should have reasonably fallen within its knowledge and attention.

4.5.9 The Advertising/Maintenance 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 Contract Manager prior to the termination of normal timeframes envisaged below:

- Where the Advertising/Maintenance Contractor has notified the CCT Contract Manager, in writing, of any repair or maintenance required to any of the stop precincts, the Advertising/Maintenance Contractor shall be afforded a period of 10 (ten) business days to affect the necessary repairs or maintenance from the date of such notification;

- Where the Advertising/Maintenance Contractor fails to notify the CCT Contract Manager timeously as contemplated under clause 4.5.9 and the CCT identifies repairs or maintenance required to any of the Maintenance Areas and notifies the Advertising/Maintenance Contractor in writing accordingly, the Advertising/Maintenance Contractor shall then be obliged to affect such repairs or maintenance within 3 (three) business days from the date of such notification;

4.5.10 Failure by the Advertising/Maintenance Contractor to comply with the aforesaid provisions within the stipulated time periods shall attract Penalties in accordance with the Penalty Schedule.

4.5.11 The Advertising/Maintenance Contractor is obliged to report monthly to the CCT Contract Manager on the condition of the stops and to immediately report any latent and patent defects which it discovers.

4.5.12 Repairs to stops and shelters shall be undertaken on the basis of conditional assessment findings and only upon written instruction from the City of Cape Town's Contract Manager.

4.6 Repairs to legacy shelters

4.6.1 The Advertising/Maintenance Contractor is required to affect repairs at all stops and shelters. The number of stops and shelters to be repaired may increase or decrease over the contract period.

4.6.2 The Advertising/Maintenance Contractor will be responsible to repair or replace, at their cost, any stops damaged due to accidents, vandalism or any other act.

4.6.3 Repairs to stops and shelters shall be undertaken on the basis of conditional assessment findings and only upon written instruction from the City of Cape Town's Contract Manager.

4.7 Vandalism and Damage to Infrastructure at legacy shelter

4.7.1 It is expressly recorded and agreed that any damage to bus stops legacy stops, by whatever cause, such repair cost shall be for the Advertising/Maintenance Contractor as part of their obligation to maintain such infrastructure.

4.7.2 The Advertising/Maintenance Contractor is referred to the Luminaire Specifications for totems and shelters included in Annexure C and should take cognisance of the cost of these units when tendering.

4.7.3 CCT purposefully uses "vandal proof" material in the construction of transport infrastructure in an effort to minimise damage from vandalism. Should the Advertising/Maintenance Contractor identify any material that could further minimise the impact of vandalism they are required to bring this to the attention of the CCT Contract Manager.

4.7.4 The Advertising/Maintenance Contractor is required to affect repairs and maintenance to vandalism and damage to infrastructure at stops in accordance with Part 2, clause 4.7 and 4.8.

4.7.5 Should the Advertising/Maintenance Contractor identify a plan for minimising vandalism, then the plan should be submitted to the CCT Contract Manager for consideration and possible implementation.

4.7.6 Repairs to stops and shelters shall be undertaken on the basis of conditional assessment findings and only upon written instruction from the City of Cape Town's Contract Manager.

4.8 Amendment to Cleaning, Maintenance and Repair Obligations

4.8.1 CCT has the right to amend cleaning, maintenance and repair requirements by issuing a Service Notice to this effect. The Advertising/Maintenance Contractor will be required to respond within seven working days with any objections to the amendments which will be considered by the CCT Contract Manager, who will respond within seven days and whose decision is final.

CATEGORY E: PUBLIC TRANSPORT INTERCHANGES

5 Advertising Opportunities at Public Transport Interchanges

There are currently 41 PTIs available for advertising in the City ranging in size from very large (e.g. Cape Town Station deck) to very small (e.g. London Road, Ocean View). These interchanges provide an attractive opportunity for advertisers to reach commuters across various modes of transport.

Currently there are advertising opportunities at 3 PTIs:

Site	Description	Inventory
Michell's Plain	65-inch transit TV screens	18
	3m x 6m static billboard	1
	3m x 30m iconic site	1
Bellville	3m x 6m transit XL LED	1
	3m x 30m iconic site	1
Durbanville	3m x 6m static billboard	2

Table 8: Advertising opportunities at Mitchell's Plain, Bellville & Durbanville PTIs

Examples of the above advertising opportunities at PTIs are provided under C5.Annexure E.

On the contract being awarded the Advertising Contractor must provide an application to the CCT Contract Manager for approval to install and maintain advertising infrastructure at PTIs at its own cost.

- The Advertising Contractor shall be responsible for installation costs and ensuring that installation in no way jeopardises commuter health and safety.
- In addition to installation, the Advertising Contractor will also be required to supply all other infrastructure 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 and will be responsible for the cost of continuing to provide maintenance and servicing for the duration of the contract.
- The infrastructure and related equipment remain the property of the Advertising Contractor for the duration of the contract.
- The Advertising Contractor is obliged to get approval from the CCT Contract Manager for all infrastructure installed and the Contract Manager will ensure that a response is forthcoming within three months of approval being requested.
- At the conclusion of the contract the Advertising Contractor is obliged to remove their infrastructure and to make good. With the approval of the CCT Contract Manager the Advertising Contractor may sell their advertising infrastructure to the incoming Advertising Contractor.

PART 3: TRADE NAMES OR PROPRIETARY PRODUCTS

GENERAL SPECIFICATIONS

6 Co-Operation with other MyCiTi Contractors

6.1 Where any interaction between the Advertising/Maintenance Contractor and any other CCT/MyCiTi contractors is required for the purposes of implementing and/or executing the terms of this contract, the Advertising/Maintenance Contractor shall use its best endeavours 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.

6.2 Should the Advertising/Maintenance 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/Maintenance Contractor and any other CCT/MyCiTi contractor.

6.3 Notwithstanding the provisions above, the CCT shall at all times be entitled to issue Protocols to regulate the interaction between the Advertising/Maintenance Contractor and other contractors. The Advertising/Maintenance Contractor shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement concluded between the Advertising/Maintenance Contractor and other contractors.

7 Inventory

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

7.1 The Advertising Contractor is required to provide the CCT Contract Manager with details of the inventory they will be adding. On approval by the CCT Contract Manager this inventory will be added to the inventory already identified by the CCT Contract Manager and this combined inventory will form the basis for the administration of advertising space.

7.2 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.

7.3 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.

7.4 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.

8 Maintenance of advertising material and infrastructure

The Advertising Contractor is responsible for the maintenance of advertising material and for the maintenance of any advertising infrastructure.

9 Damage Resultant from Advertising

9.1 The Advertising Contractor must ensure that there is no damage to infrastructure as a result of advertising activities.

9.2 The Advertising Contractor must ensure that installation and removal of advertising does not damage the branding and/or infrastructure either materially or aesthetically.

9.3 The Advertising Contractor must repair the damage, referred to in 9.1 above, to the satisfaction of the CCT.

10 Administrative Responsibilities

10.1 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, within 30 (thirty) calendar days from the date of notification, take the advertising opportunity to market.

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

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

10.3 The Advertising Contractor is to provide the CCT Contract Manager 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.
- The price the advertiser is paying for the space.

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

11 Legalisation of Advertising not Authorised by the CCT Contract Manager

In the event that the Advertising Contractor finds any existing advertising on public transport assets forming part of this contract, the Advertising Contractor shall be obliged to apply the following protocols:

11.1 Report the matter to the CCT Contract Manager.

11.2 The CCT Contract Manager will take necessary action to have it removed/legalised. The CCT Contract Manager will reclaim costs of removal from the offending party/ies.

11.3 In the event of the advertising being legal/legalised, the CCT Contract Manager will ensure that payment for the site is made by the advertiser to the Advertising Contractor.

12 Calculation of Monthly Rental

12.1 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.

12.2 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.

13 Ownership

13.1 Ownership of the public transport infrastructure and all accessories fitted by CCT shall at all times remain the sole and absolute property of the CCT.

13.2 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.

13.3 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.

14 Service Notices and Protocols

14.1 The CCT Contract Manager shall be entitled to issue reasonable Protocols after giving reasonable notice of implementation. Unless a shorter notice is reasonable in the circumstances, the CCT Contract Manager shall give one week's notice of the date upon which Protocols will take effect.

14.2 The Advertising/Maintenance Contractor may suggest Protocols to the CCT Contract Manager for consideration by the CCT.

14.3 The CCT Contract Manager shall provide reasonable notice to the Advertising/Maintenance Contractor relating to the implementation of a Service Notice.

14.4 The CCT Contract Manager 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 14.

14.5 In the event that a Service Notice is issued, any variation in Services may 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.

14.6 When issuing a Service Notice from time to time, the CCT Contract Manager 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.

14.7 Once a Service Notice has been issued, the Advertising/Maintenance Contractor shall advise the CCT Contract Manager 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/Maintenance Contractor shall propose rates for acceptance by the CCT Contract Manager. The CCT Contract Manager representing CCT may in its discretion accept such rates or require the Advertising/Maintenance Contractor to follow a procurement process in accordance with the CCT Supply Chain Policy, in which case the Advertising/Maintenance Contractor shall be entitled to bid for the provision of the Services, always provided that the integrity of the procurement process is not undermined.

14.8 The CCT Contract Manager shall include, in the Service Notice, the reasonable period by which date the Advertising/Maintenance Contractor must complete the action required in said notice.

14.9 Once a Service Notice or Protocol has been issued by the CCT Contract Manager, the Advertising/Maintenance Contractor shall be obliged to give effect to such Service Notice or Protocol. Should the Advertising/Maintenance Contractor wish to raise any dispute relating to any aspect of a Service Notice or Protocol, it shall be required to raise such dispute in writing to the CCT Contract Manager within 7 (seven) days of receipt of the Service Notice or Protocol. The CCT Contract Manager is obliged to revert in writing within 7 (seven) days and the CCT Contract Manager's decision will be accepted as final.

15 Meetings and Reporting

15.1 A monthly contract meeting will be called by the CCT Contract Manager by no later than the 7th day of the following month to review the Advertising/Maintenance Contractor's performance and to address any difficulties being experienced in the rendering of the service. At this monthly contract meeting it is incumbent on the Advertising/Maintenance Contractor to accurately and honestly report on the following:

- The Advertising Contractor is required to report on advertising space sold, the period of the sale and the price at which it has been sold.
- The Maintenance Contractor is required to report on cleaning, maintenance and repair schedules and must provide supporting evidence for all bus stops and shelters.
- The Maintenance Contractor must provide a schedule of any repairs necessary, for any reason whatsoever, as a result of their operations and how this is being made good.

15.2 The CCT Contract Manager shall be entitled to call meetings with the Advertising Contractor and vice versa, on reasonable notice, for the purpose of addressing any challenges and opportunities, or for any information reasonably required by either party.

16 Penalties

Penalties will be enacted by the CCT against the Advertising/Maintenance Contractor should there be any dereliction of obligation. These penalties have been set out in C5. Annexure A.

17 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:

17.1 **<u>Credentials and evidence of previous performance</u>**

An overview of the Advertising/Maintenance Contractor's business, including:

17.1.1 An organogram.

17.1.2 Previous experience in Advertising/Maintenance Contract Management including:

- Name of the Client on whose behalf the service has been rendered.
- 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.

17.1.3 List of advertising/maintenance sites managed in the last 10 years.

17.2 **Technical**

17.2.1 The Advertising Contractor must provide:

- The process of how the installation and removal of advertising will be managed to ensure no damage to CCT infrastructure.
- How the sale of inventory, the period of sale and the price of sale will be managed and recorded.
- How damage to infrastructure resulting from advertising operations will be repaired.
- Technical specifications of any advertising fixtures the Advertising Contractor wishes to install as well as a description of how these fixtures will be installed, maintained and removed at the completion of the contract.

17.2.2 The Maintenance Contractor must provide a plan on how cleaning, maintenance and repair of stops will be managed.

17.3 **Financial**

17.3.1 The Advertising Contractor must provide financial projections showing anticipated revenue accruing to the CCT, broken down annually for the full period of the contract. This should take into account the inventory included in this tender as well as any additional opportunities identified by the Advertising Contractor and include an explanation of key financial and other assumptions (e.g. media inflation applied over the period of the contract).

17.3.2 A remuneration model that clearly shows how the Advertising Contractor will collect and remunerate the CCT, emphasising collection and remuneration timelines.

17.4 **Marketing**

17.4.1 The Advertising Contractor must provide a plan on how the opportunity will be taken to market.

17.4.2 The Advertising Contractor must explain how liaison with the CCT Contract Manager will be managed for the approval of advertising material.

17.5 **Communication**

17.5.1 The Maintenance Contractor must explain how liaison with the CCT Contract Manager will be managed especially as regards:

- Cleaning and maintenance reporting.
- Monthly reporting on inventory utilised and accounting.

17.5.2 The Advertising Contractor must explain how liaison with the VOCs will be managed regarding installation, maintenance and removal of advertising material and scheduling of buses for this purpose.

18 Payment

With reference to C.6 Special Conditions of Contract stated in item 16, the following must be taken into consideration with regards to payment.

18.1 The payments by the Advertising Contractor to the CCT will be subject to VAT.

18.2 Payment shall be made by the Advertising Contractor in South African currency (Rand).

18.3 Payment of penalties are due and payable as set out in the Penalty Schedule (C.5 Annexure A).

18.3.1 Payments must be made to the credit of the CCT without any deduction or set-off.

18.3.2 All payments are payable by the Advertising Contractor to CCT by electronic transfer (EFT) or by direct deposit into CCT's bank account. (please see CCT banking details in Part 9 - FORM OF GUARANTEE / PERFORMANCE SECURITY).

19 Turnover Rental:

19.1 In addition to the fixed monthly rental payable in respect of each advertising unit, the successful tenderer ("Successful Tenderer") shall pay to the City a turnover rental equal to nine-point five percent (9.5%) of the gross advertising revenue derived from the exploitation of the advertising rights granted under this Contract ("Turnover Rental").

19.2 For purposes of this clause, "gross advertising revenue" means the total consideration (excluding VAT) actually received by the Successful Tenderer from any third party, client, sponsor, or brand in respect of advertising displayed on or within the advertising assets covered by this Contract, without deduction of any agency commission, marketing, servicing or other costs.

19.3 The Turnover Rental shall be calculated and paid quarterly in arrears, within 30 (thirty) days of the end of each quarter, together with a statement setting out the advertising revenue generated during the quarter.

19.4 The Successful Tenderer shall, at its own cost and expense, cause its entire records for the preceding financial year to be audited by its auditors (appointed from time to time by the Successful Tenderer and approved by the City). The auditors shall issue a certified statement as to the gross advertising revenue for each month of the financial year (the "Audited Statement"), which shall be delivered to the City forthwith and in no event later than 120 (one hundred and twenty) days after the close of that financial year.

19.5 The City shall be entitled, on reasonable notice, to require access to the Successful Tenderer's books, records, and contracts relevant to the calculation of the Turnover Rental, and to conduct its own audit thereof. Should such audit reveal an underpayment in excess of 5% (five percent), the Successful Tenderer shall bear the City's reasonable audit costs in addition to making immediate payment of the shortfall.

20 Project Manager Specialist:

20.1 A project manager specialist will be required under each category listed in Part2.

20.2 The responsibilities envisaged for this role would be used on an ad hoc basis and would include but not be limited to assessing maintenance and repair work to be carried out on revenue bearing infrastructure as and when needed, assessing and providing costing on revenue generating opportunities and enhancing the City's revenue generation capabilities.

20.3 The rate tendered for the Project Manager Specialist shall be finalised at negotiation stage (post award) and deemed to include standard disbursements (e.g., local travel, communications, administration).

20.4 Contingent disbursements (e.g., external consultancy, capital project facilitation) may only be claimed if expressly approved in writing by the Purchaser.

20.5 Such disbursements, if approved, shall be recoverable from the retained turnover share and not as additional claims outside the contract mechanism. This mechanism shall not be used in the event if no offset being available.

20.6 The Project Manager Specialist shall ensure that all infrastructure and advertising assets are maintained, repaired, and cleaned to sustain revenue generation. The Project Manager Specialist shall prepare and submit a schedule of maintenance and repairs, which the City will review and monitor.

20.7 All approved costs for maintenance and repairs shall be offset by the Advertising Contractor against gross revenue, with full documentation provided to the City for verification. The City reserves the right to source competing quotes to verify the claimed cost and to direct the Advertising Contractor to utilise the lowest quote sourced. Only the net income, after such approved offsets, shall accrue to the City. In order to ensure audit compliance, the City will provide post award a detailed Standard Operating Procedure (SOP) to the advertising contractor in this regard.

20.8 Detailed provided in pages 49 and 57 outlines the City's expectation in relation to 20.5 and 20.6 above.

PART 4: TRADE NAMES OR PROPRIETARY PRODUCTS

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

PART 5: EMPLOYMENT OF SECURITY PERSONNEL

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

PART 6: FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than 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.

C.5 Annexure A: Penalty Schedule

Nr.	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
Advertising Related Penalties				
1	Apply and receive approval of advertising material.	Failure to adhere to apply to the CCT Contract Manager for approval of advertising material.	Immediately	R1 200 per day.
2	Comply with all aspects of the CCT Outdoor Advertising Bylaw.	Failure to adhere to the CCT Outdoor Advertising Bylaw.	Immediately	R1 500
3	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.
4	Removal of advertising from a date as indicated in approval, or as notified (if any)	Failure to adhere to the removing of advertising	Immediately	R600 per day.
5	Advertising Material remain in good repair	Replacing / maintaining Advertising Material 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.
6	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.
7	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.
8	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.
Maintenance, Cleaning and Repair Related Penalties				
1	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.
2	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.
3	Maintenance workmanship shall be of a high quality and	Poor Workmanship in executing maintenance work. Inferior quality	Immediately	R1 200 per day until the quality of

Nr.	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
	maintain the standards of material, equipment and fit.	parts/ materials used. Fit and finish of poor quality		workmanship has been restored.
4	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.
5	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.
6	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.
7	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.
8	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.
9	Provide accurate reports on all maintenance work, cleaning, damage to Bus Stops, etc.	Falsifying statement in report.	Immediately	R50 000 per instance.
10	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.
11	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
12	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.

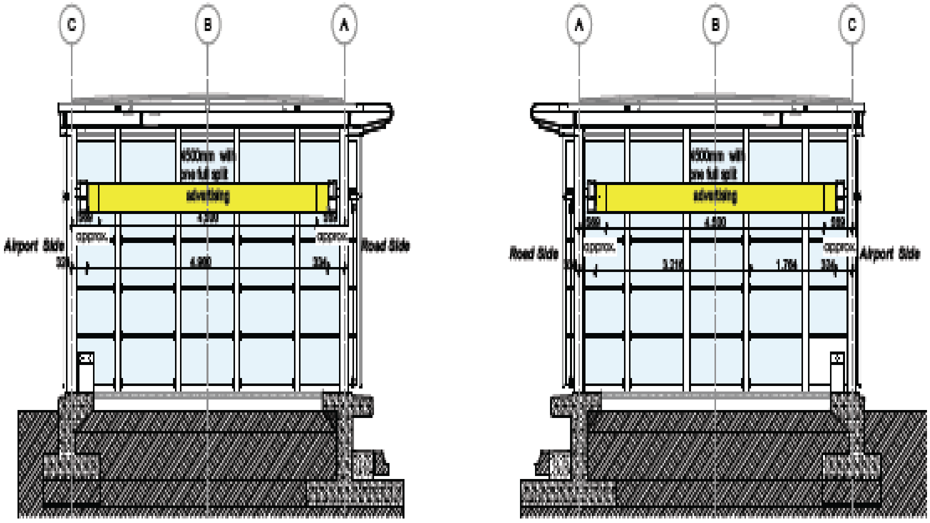
Nr.	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
13	Compliance with all reasonable Protocols issued by the CCT, the CCT having given reasonable notice of such Protocols.	Non-compliance with such Protocols.	Immediately	R1 200 per instance.
14	All contractor staff 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.

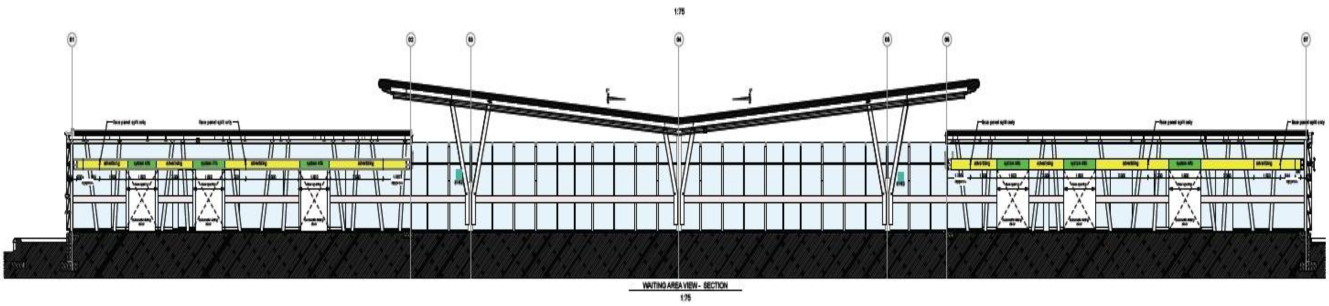
C.5 Annexure B: MyCiTi Stations: Data Panels

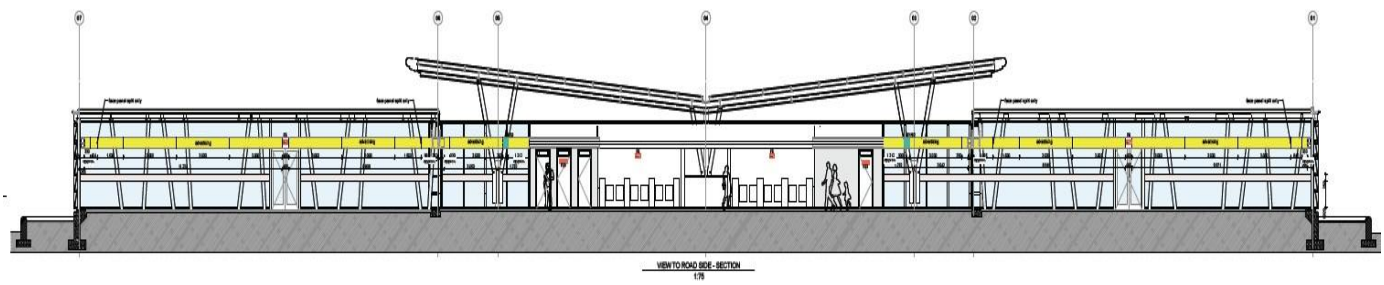
The key alongside indicates what the data strip is available for, with the yellow and orange designating advertising availability.

Digital architectural drawings of the different station designs follow to help understand where the data strips are positioned at the various station designs.

a) Airport station



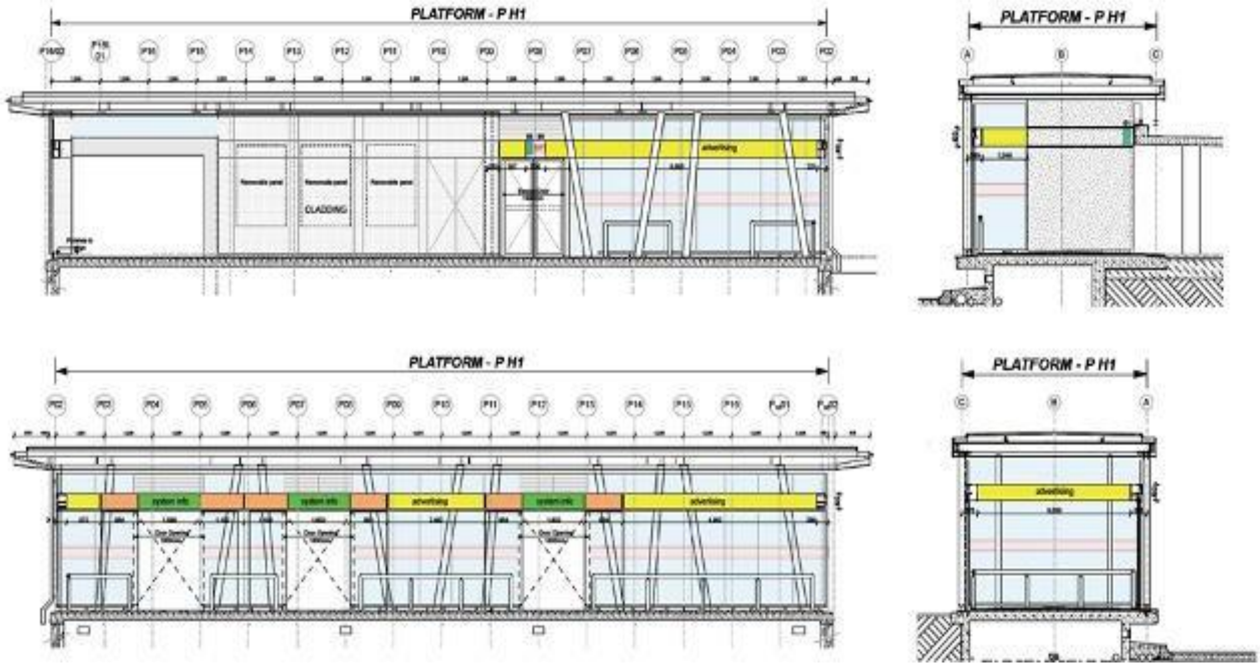




b) Civic station

On the first of its platforms, it offers the following data strips available for advertising:

PLATFORM – P H1

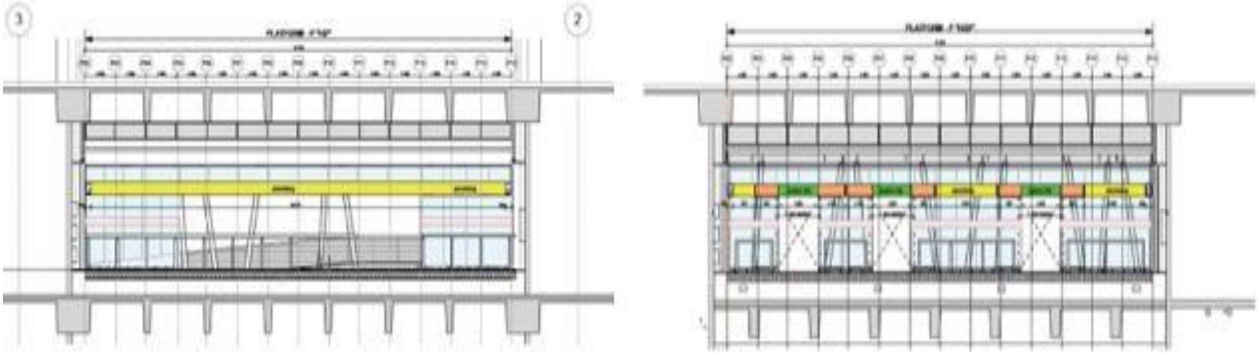


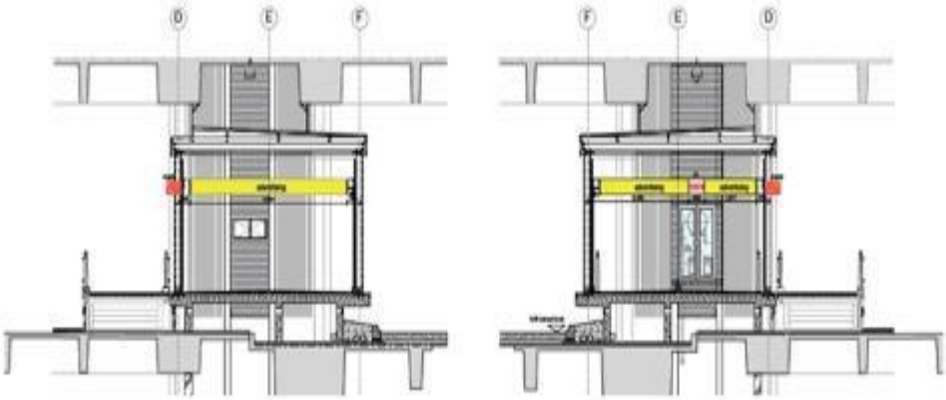
The next platform offers the following:

PLATFORM – P H1X

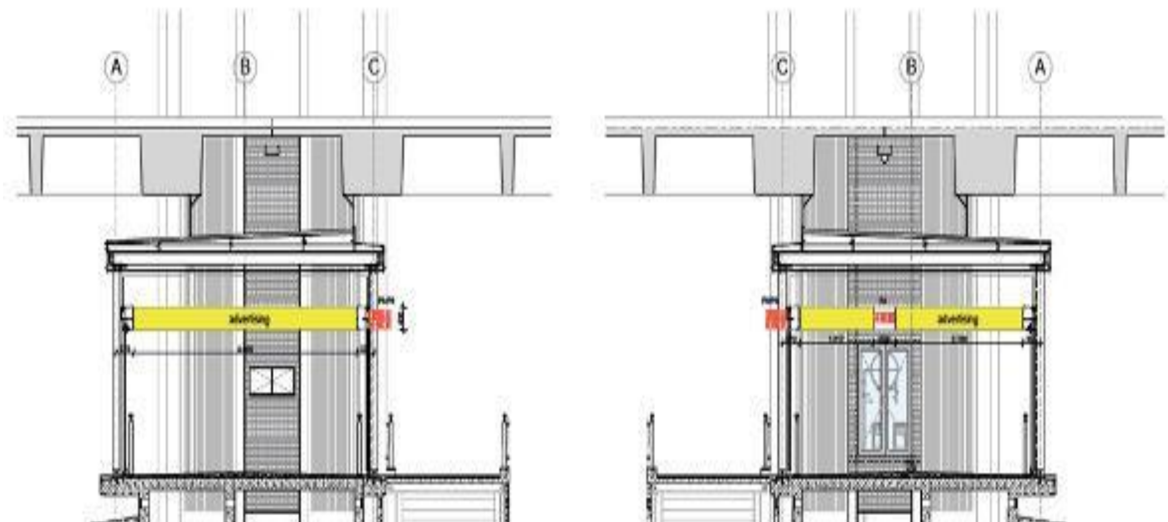
And the next:

PLATFORM – P H2X

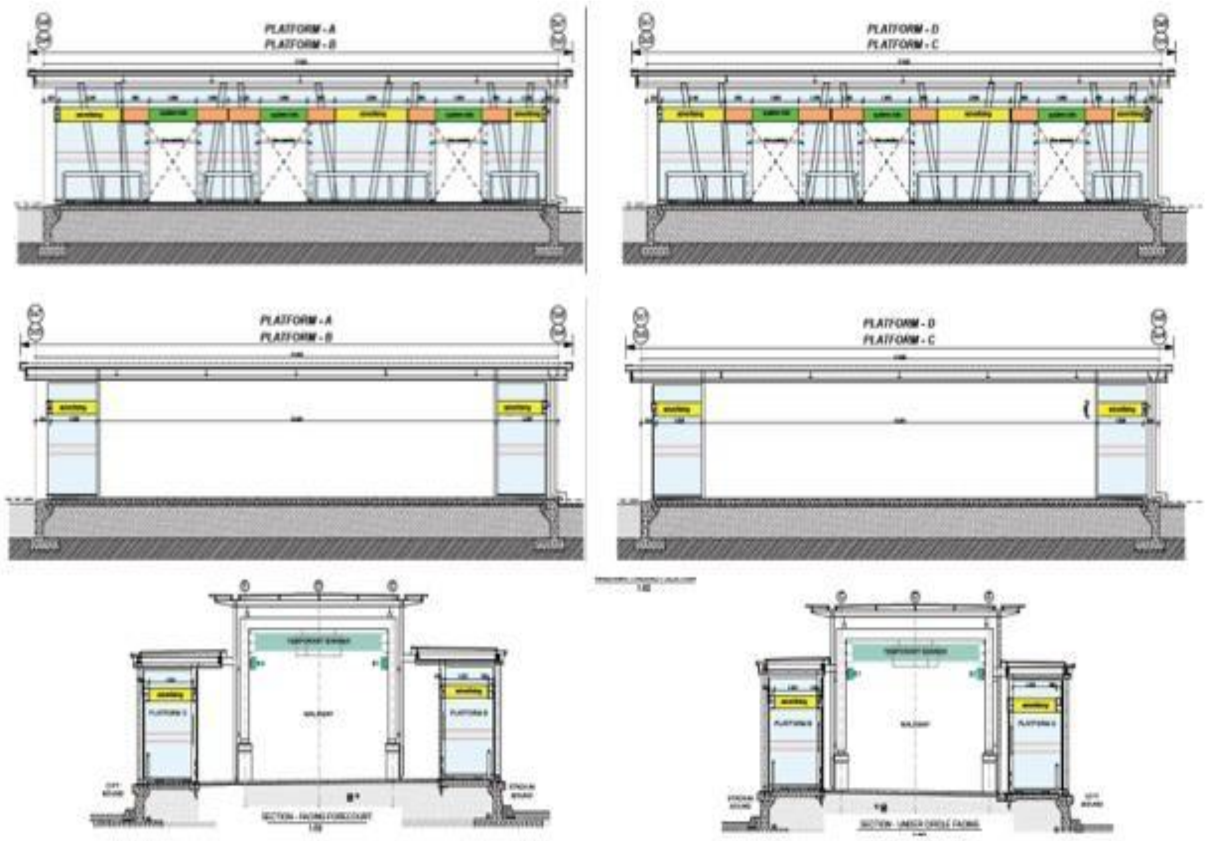




PLATFORM – P H2



c) Stadium station



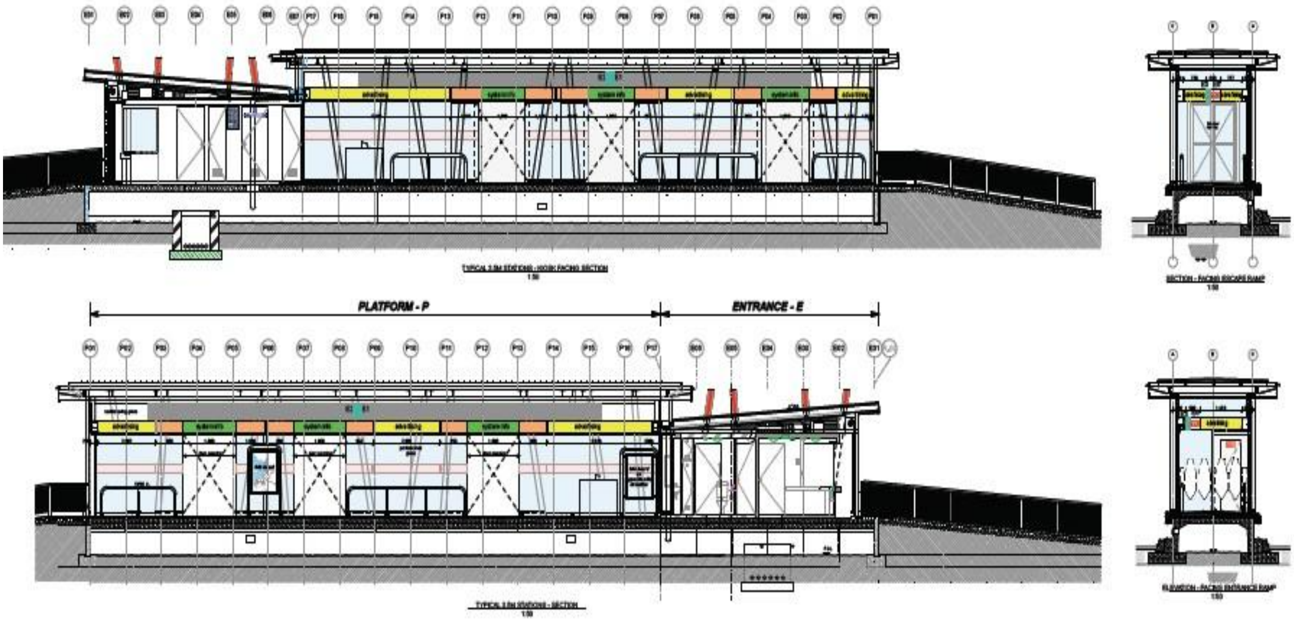
d) 3.5m width station design

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 9: Names of stations that are of 5m Width station design

The availability of data strip advertising is shown below:



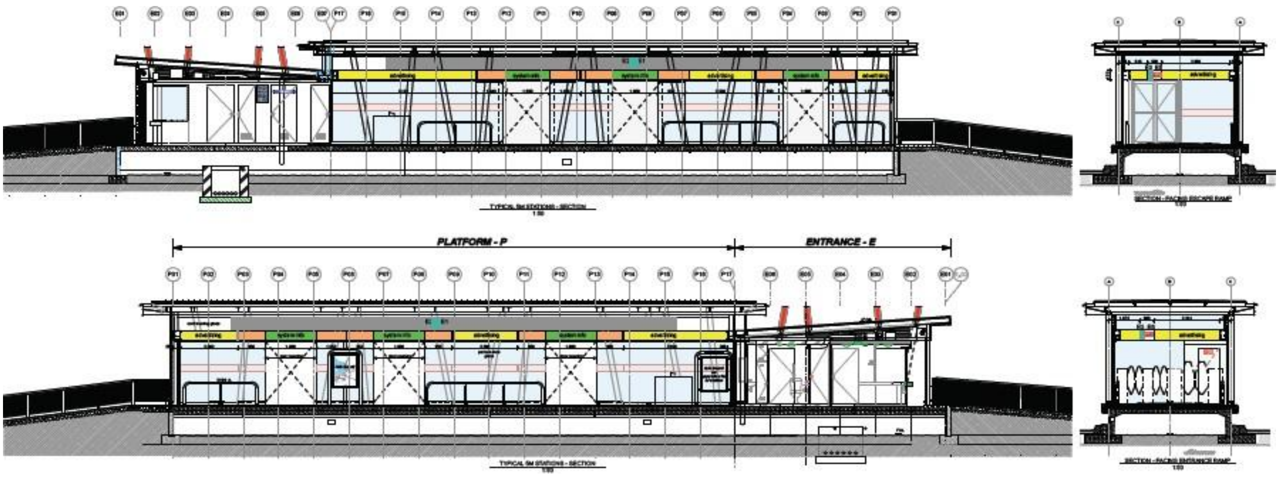
e) 5m width station design

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 10: Names of stations that are of 5m Width station design

The architectural drawings that are relevant here:



C.5 Annexure C: Luminaire Specifications: Shelters and Totems

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:	
Route Map Luminaire	
Product Code:	PVT-004- 1880 or 1780 (length dependent)
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
Ad Box Luminaire Set	
Product Code:	PVT-005
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)
Anti-Glare, Impact Resistant Totem Luminaire	
Product Code:	PVT-006
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
Common Details Across Luminaires	
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	
Security Key	
Product Code:	
Security Bolts	
Product Code:	

Table 11: Outlines technical specifications of luminaires for Shelters and stops

C.5 Annexure D: Legacy Stop Names / Street Names

	Face Number	Location	Loc: Suburb
1	SF P IRTLS10-5	Charel Uys Drive Corner Brutus Avenue, Atlantis	Atlantis
2	SF P IRTLS107-5	Main Road, Green Point (1/1570)	Green Point
3	SF P IRTLS108-5	Somerset Road Corner Boundary Road, Green Point (1/1541)	Green Point
4	SF P IRTLS122-5	Main Road, Letterstedt Road, Newlands	Newlands
5	SF P IRTLS124-5	Campground Road Corner Rouwkoop Road, Rondebosch (1/1585)	Rondebosch
6	SF P IRTLS12-5	Palmer Avenue Corner Paragon Street, Atlantis	Atlantis
7	SF P IRTLS130-5	ImamHaron Road Corner Chichester Road, Claremont (1/1639)	Claremont
8	SF P IRTLS134-5	Ottery Road Corner Lower Bath Road, Wynberg (1/1641)	Wynberg
9	SF P IRTLS138-5	Main Road, Sans Souci Road, Newlands (1/985)	Newlands
10	SF P IRTLS148-5	Adam Tas Avenue Corner Goede Hoop Street, Bothasig (1/83)	Bothasig
11	SF P IRTLS1-5	Reygersdal Drive from Wesfleur Circle to Charel Uys Dr R304	Atlantis
12	SF P IRTLS152-5	De Grendel Avenue Corner Goede Hoop Street, Bothasig (1/270)	Bothasig
13	SF P IRTLS157-5	Vryburger Avenue Corner Pam Crescent, Bothasig (1/894)	Bothasig
14	SF P IRTLS159-5	Vryburger Avenue Corner Adam Tas Avenue, Bothasig (1/1287)	Bothasig
15	SF P IRTLS162-5	Louwtrjie Rothman Street After Neels Bothma Street, Goodwood	Goodwood
16	SF P IRTLS167-5	Montague Drive Corner Bolt Avenue, Montague Gardens	Montague Gardens
17	SF P IRTLS175-5	Koeberg Road Corner Tijgerbof Street, Milnerton (1/527)	Tygerhof Estate
18	SF P IRTLS180-5	Section Street Corner Carlisle Street, Paarden Eiland (1/1061)	Paardeneiland
19	SF P IRTLS186-5	Racecourse Road Corner Grand National Blvd, Milnerton (1/535)	Milnerton Ridge
20	SF P IRTLS187-5	Blouberg Road Corner Van De Graaff Road, Table View (1/1615)	Bolouberg
21	SF P IRTLS189-5	Otto du Plessis Driver Corner Sir David Baird Drive, Bloubergstrand	The Ridge
22	SF P IRTLS190-5	Otto du Plessis Drive Corner Big Bay Blvd, Bloubergstrand (1/824)	Bloubergstrand
23	SF P IRTLS191-5	Otto du Plessis Driver Corner Cormorant Avenue, Bloubergstrand	Bloubergstrand
24	SF P IRTLS192-5	Otto du Plessis Drive Corner Cormorant Avenue, Bloubergstrand	Bloubergstrand
25	SF P IRTLS195-5	Otto du Plessis Drive Corner Birkenhead Drive, Melkbosstrand	Kapteinsbaai
26	SF P IRTLS197-5	West Coast Road Corner Birkenhead Drive, Melkbosstrand (1/553)	Kapteinsbaai
27	SF P IRTLS198-5	West Coast Road Corner Big Bay Blvd, Sandown (04/002)	Sunningdale
28	SF P IRTLS200-5	West Coast Road Corner Tryall Road, Bloubergstrand (1/1067)	Bloubergstrand
29	SF P IRTLS201-5	West Coast Road Corner Sandown Road, Sunningdale (1/1607)	Sunningdale
30	SF P IRTLS204-5	Gie Road Corner Earlswod Road, Parklands (1/1205)	Parklands
31	SF P IRTLS206-5	Link Road Corner Garden Drive, Parklands (1/797)	Bloubergstrand
32	SF P IRTLS207-5	West Coast Road Corner Blaauwberg Road, Table View (1/1354)	Bloubergstrand
33	SF P IRTLS208-5	West Coast Road Corner Porterfield Road, Table View (1/1606)	Bolouberg
34	SF P IRTLS209-5	Ou Kaapse Weg Corner Buller Louw Blvd, Sun Valley (1/1652)	Sun Valley
35	SF P IRTLS211-5	Kommetjie Road Corner Link Street, Sun Valley (1/899)	Sun Valley
36	SF P IRTLS212-5	Kommetjie Road Corner Ou Kaapse Weg, Sunnydale (1/898)	Sunnydale
37	SF P IRTLS21-5	Heerengracht Road Corner Reijger Cres, Belhar	Belhar
38	SF P IRTLS217-5	Main Road Corner Dido Valley Road, Simons Town	Dido Valley
39	SF P IRTLS218-5	Glencairn Expressway Corner Birkenhead Road, Glencairn (1/515)	Glencairn
40	SF P IRTLS220-5	Kommetjie Road Corner 12th Avenue, Fishoek (1/900)	Silverglade
41	SF P IRTLS224-5	Royal Road Corner Recreation Road, Muizenberg (1/1629)	Costa Da Gama
42	SF P IRTLS225-5	Prince George Drive Corner Grosvenor Road, Muizenberg (1/1012)	Costa Da Gama

	Face Number	Location	Loc: Suburb
43	SF P IRTLS227-5	Prince George Drive Corner St Georges Street, Muizenberg	Costa Da Gama
44	SF P IRTLS23-5	Industria Ring Road Corner Street, Parow Industrial (1/1556)	Parow Industria
45	SF P IRTLS235-5	Spine Road Corner Seafarer Drive, Strandfontein (1/655)	Strandfontein
46	SF P IRTLS243-5	Main Road Corner Cicil Road, Plumstead (1/29)	Constantia
47	SF P IRTLS246-5	De Waal Road Corner Mocke Road, Diep River (1/1131)	Diep Rivier
48	SF P IRTLS250-5	Main Road Corner Zwaans Road, Retreat (1/81)	Zwaanswyk
49	SF P IRTLS251-5	Main Road Corner Dreyersdal Road, Diep Rivier (1/341)	Diep Rivier
50	SF P IRTLS252-5	Durban Road Corner Sydney Street, Bellville (1/295)	Bellville
51	SF P IRTLS253-5	Ladies Mile Road Corner Heerengracht Road, Bergvliet (1/160)	Bergvliet
52	SF P IRTLS255-5	Firgrove Way Corner Edison Drive, Meadowridge (1/402)	Meadowridge
53	SF P IRTLS256-5	Firgrove Way Corner Edison Drive, Meadowridge (1/601)	Meadowridge
54	SF P IRTLS26-5	New Nooiensfontein Drive Corner Maisel Street, Kuilsriver	Kuils River
55	SF P IRTLS266-5	Main Road Corner Wilson Road, Wynberg	Wynberg
56	SF P IRTLS28-5	Belhar Drive Corner Bloemendal Avenue, Belhar (1/812)	Belhar
57	SF P IRTLS300-5	Jakes Gerwel Drive Corner College Road, Surrey Estate (1/1590)	Surrey Estate
58	SF P IRTLS302-5	Steve Biko Drive Corner Ny 30, Guguletu (1/1542)	Crossroads
59	SF P IRTLS30-5	Symphony Way Corner Accordian Street, Belhar (1/809)	Belhar
60	SF P IRTLS329-5	Main Road Corner Mount Road, Rondebosch (1/473)	Rondebosch
61	SF P IRTLS342-5	Parklands Main Road Corner Regent Road, Parklands (1/1073)	Parklands
62	SF P IRTLS35-5	Van Riebeeckshof Road Corner Middelvlei Street	Vanriebeeckshof
63	SF P IRTLS360-5	Voortrekker Road Corner Albert Road, Salt River (1/596)	Salt River
64	SF P IRTLS361-5	Victoria Road Corner Shelley Road, Salt River (1/27)	Salt River
65	SF P IRTLS371-5	Spine Road Corner Witssands Road, Strandfontein (1/891)	Strandfontein
66	SF P IRTLS382-5	Sussex Road Corner Mosque Road, Wynberg (1/1056)	Wynberg
67	SF P IRTLS383-5	Otto du Plessis Drive Corner Atlantic Beach Drive Holbaai,	Kapteinsbaai
68	SF P IRTLS385-5	Kommetjie Road Corner Capri Drive, Sunnydale	Sunnydale
69	SF P IRTLS40-5	Willie van Schoor Drive Corner Oakdate Road, Bellville (1/1070)	Bellville
70	SF P IRTLS42-5	Frans Conradie Drive Corner Lanenhoven Street, Boston (1/1257)	Boston Estate
71	SF P IRTLS43-5	Voortrekker Road Corner Clevland Street, Bellville (1/96)	Bellville
72	SF P IRTLS54-5	Klipfontein Road Corner Thornton Road, Athlone (1/567)	Athlone
73	SF P IRTLS60-5	Forest Drive Corner Glen Roy Road, Pinelands (1/794)	Howard Place
74	SF P IRTLS68-5	Thomas Bowler Avenue Corner Majuba Way, Edgemead (1/1050)	Edgemead
75	SF P IRTLS80-5	Monte Vista Blvd Corner Borghorst Street, Monte Vista (1/16469)	Monte Vista
76	SF P IRTLS98-5	Main Road Corner Boundary Road, Green Point	Green Point
77	SF P IRTLS99-5	Main Road Corner Richmond Road, Green Point	Green Point
78	SF P IRTLS102-5	Victoria Road Corner Main Road, Houtbay (1/1605)	Houtbaai
79	SF P IRTLS113-5	Klipfontein Road Corner Harris Road, Rondebosch (1/174)	Rondebosch
80	SF P IRTLS115-5	Klipfontein Road Corner Sawkins Road, Mowbray (1/153)	Clarendon Estate
81	SF P IRTLS116-5	Robert Sobukwe Road Corner Belcon Road, Bellville (1/7)	Bellville
82	SF P IRTLS119-5	Main Road Corner Rouwkoop Road, Rondebosch (1/1620)	Rondebosch
83	SF P IRTLS120-5	Main Road Corner Arbor Road, Rondebosch (1/1229)	Rondebosch
84	SF P IRTLS121-5	Main Road Corner Boundary Road, Rondebosch (1/264)	Rondebosch
85	SF P IRTLS131-5	Chichester Road Corner Lock Road, Claremont (1/415)	Claremont
86	SF P IRTLS141-5	Main Road Corner Dean Street, Rondebosch (1/188)	Rondebosch

	Face Number	Location	Loc: Suburb
87	SF P IRTLS142-5	Main Road Corner Haldane Road, Rondebosch (1/33)	Rondebosch
88	SF P IRTLS144-5	Main Road Corner Upper Liesbeek Road, Rondebosch (1/102)	Rondebosch
89	SF P IRTLS146-5	Vryburger Avenue Corner Oranje Street, Bothasig (1/272)	Bothasig
90	SF P IRTLS15-5	Durban Road Corner Old Oak, Bellville (1/431)	Bellville
91	SF P IRTLS155-5	Vryburger Avenue Corner Potsdam Road, Bothasig (1/689)	Bothasig
92	SF P IRTLS156-5	Vryburger Avenue Corner Drommedaris Avenue, Bothasig	Bothasig
93	SF P IRTLS158-5	Vryburger Avenue Corner Boom Street, Bothasig (1/1288)	Bothasig
94	SF P IRTLS160-5	Vryburger Avenue Corner Oranje Street, Bothasig (1/1285)	Bothasig
95	SF P IRTLS168-5	Montague Drive Corner Chain Avenue, Montague Gardens	Montague Gardens
96	SF P IRTLS173-5	Bosmansdam Road Corner Corsair Road, Tijgerhof (1/659)	Tygerhof Estate
97	SF P IRTLS174-5	Bosmansdam Road Corner Platinum Crescent, Sanddrift (1/660)	Sanddrift
98	SF P IRTLS18-5	Charel Uys Drive Corner Neil Hare Road, Atlantis (1/1318)	Atlantis
99	SF P IRTLS183-5	Koeberg Road Corner School street, Milnerton (1/1610)	Milnerton Ridge
100	SF P IRTLS19-5	La Belle Road Corner Cilmor Street, Stikland (1/1614)	Stikland
101	SF P IRTLS196-5	Otto du Plessis Drive Corner Kingfisher Close, Melkbosstrand	Kapteinsbaai
102	SF P IRTLS2-5	Imam Haron Road Corner Garfield Road, Claremont (1/743)	Claremont
103	SF P IRTLS215-5	Seagull Road Corner Caml Roack Road, Scarborough (1/1577)	Scarborough
104	SF P IRTLS226-5	Prince George Drive Corner St Patrick Street, Muizenberg (1/101)	Costa Da Gama
105	SF P IRTLS228-5	Baden Powell Drive Corner Sanderling Road, Muizenberg (1/1044)	Costa Da Gama
106	SF P IRTLS230-5	New Standfontein Road Corner Dollarbird Road, Pelican Park	Pelican Park
107	SF P IRTLS232-5	Dennegeur Avenue Corner Common Road, Strandfontein (1/1578)	Strandfontein
108	SF P IRTLS233-5	Spine Road Corner Moray Way, Strandfontein (1/1174)	Strandfontein
109	SF P IRTLS236-5	Dagbreek Avenue Corner Koornhoop Road, Mitchells Plain	Westridge
110	SF P IRTLS239-5	Old Strandfontein Road Corner York Road, Ottery (1/1564)	Ottery
111	SF P IRTLS240-5	Ottery Road Corner Link Road, Ottery (1/710)	Ottery
112	SF P IRTLS244-5	Victoria Road Corner Palatine Road, Plumstead (1/166)	Constantia
113	SF P IRTLS25-5	Stellenbosch Arterial Road Corner Nooiensfontein Road	Kuils River
114	SF P IRTLS257-5	Main Road Corner Silverhurst Way, Bergvliet (1/8)	Bergvliet
115	SF P IRTLS259-5	Main Road Corner Sol Cohen Road, Bergvliet (1/53)	Bergvliet
116	SF P IRTLS260-5	Main Road Corner Thorton Road, Bergvliet (1/1049)	Bergvliet
117	SF P IRTLS261-5	Main Road Corner Harrow Road, Diep River (1/45)	Diep Rivier
118	SF P IRTLS263-5	Gabriel Road Corner Dessie Road, Plumstead (1/1539)	Constantia
119	SF P IRTLS264-5	Main Road Corner Dessie Road, Plumstead (1/1563)	Constantia
120	SF P IRTLS265-5	Main Road Corner Waterbury Road, Plumstead (1/530)	Constantia
121	SF P IRTLS276-5	Willie van Schoor Corner Aylesbury Road, Bellville (1/1)	Oakdale Estate
122	SF P IRTLS277-5	Durban Road Corner Raglan Street, Bellville (1/433)	Oakdale Estate
123	SF P IRTLS281-5	Range Road Corner Station Road, Blackheath	Rustdal
124	SF P IRTLS283-5	Spurwing Drive Corner Martin Street, Electic City	Electric City
125	SF P IRTLS284-5	Forest Drive Corner Kleinvlei Road, Eerste River	Heather Park
126	SF P IRTLS285-5	Forest Drive Corner Springbok Road, Eerste River (1/910)	Heather Park
127	SF P IRTLS286-5	Beverly Street Corner Spingbok Road, Eerste River	Heather Park
128	SF P IRTLS287-5	Hindle Road Corner Blue Downs Way, Blue Downs	Blue Downs
129	SF P IRTLS288-5	Albert Philander Way Corner Dennemere Drive, Dennemere	Dennemere
130	SF P IRTLS289-5	Hindle Road Corner Radial Road, Blue Downs	Blue Downs

	Face Number	Location	Loc: Suburb
131	SF P IRTLS290-5	Koeberg Road Corner Alers Hankey Cres, Ysterplaat (1/284)	Brooklyn
132	SF P IRTLS292-5	Gunners Circle Corner Moody Avenue, Epping (1/805)	Epping Industrial
133	SF P IRTLS294-5	Jakes Gerwel Drive Corner Gunners Circle, Epping (1/1224)	Epping Industrial
134	SF P IRTLS298-5	Klipfontein Road Corner 5th Street, Heideveld (1/566)	Heideveld
135	SF P IRTLS3-5	Victoria Road Corner Brickfield Road, Salt River (1/103)	Salt River
136	SF P IRTLS301-5	College Road Corner Hazel Road, Gatesville	Hampton Estate
137	SF P IRTLS305-5	Walrus Street Corner 11th Avenue, Kensington	Kensington
138	SF P IRTLS306-5	Walrus Street Corner 11th Avenue, Kensington	Kensington
139	SF P IRTLS307-5	New Nooiensfontein Drive Corner Maisel Street, Kuils River	Kuils River
140	SF P IRTLS308-5	New Nooiensfontein Drive Corner Belhar Driver, Kuild River	Kuils River
141	SF P IRTLS309-5	Racecourse Road Corner Sir Alfred Avenue, Kenwyn (1/1356)	Sunlands Estate
142	SF P IRTLS31-5	Durban Road Corner Canterbury Street, Oakdale (1/294)	Oakdale Estate
143	SF P IRTLS316-5	Koeberg Road Corner Racecourse Road, Milnerton, (1/1609)	Marconi Beam
144	SF P IRTLS320-5	Koeberg Road Corner Topaz Blvd, Milnerton (1/1648)	Montague Gardens
145	SF P IRTLS324-5	Main Road Corner Grove Road, Mowbray	Clarendon Estate
146	SF P IRTLS325-5	Durban Road Corner Malleson Road, Mowbray (1/1107)	Clarendon Estate
147	SF P IRTLS327-5	Jan Smuts Drive Corner Welwyn Avenue, Pinelands (1/795)	Howard Place
148	SF P IRTLS332-5	Ottery Road Corner Edward Road, Ottery (1/907)	Philippi
149	SF P IRTLS348-5	Robert Sobukwe Road Corner Radnor Street, Parow (1/1315)	Parow Industria
150	SF P IRTLS351-5	Stellenberg Road Corner Parin Road, Belhar (1/1600)	Belhar
151	SF P IRTLS353-5	Joe Marks Blvd Corner Allenby Drive, Retreat (1/138)	Square Hill
152	SF P IRTLS354-5	Main Road Corner Wiersma Road, rondebosch (1/35)	Rondebosch
153	SF P IRTLS356-5	Koeberg Road Corner Bancroft Street, Rugby (1/205)	Albowville
154	SF P IRTLS357-5	Koeberg Road Corner Hussar Street, Rugby (1/724)	Albowville
155	SF P IRTLS358-5	Koeberg Road Corner Narwahl Street, Rugby (1/975)	Albowville
156	SF P IRTLS359-5	Koeberg Road Corne Stanberry Street, Rugby	Albowville
157	SF P IRTLS364-5	New Strandfontein Road Corner Spine Road, Strandfontein	Strandfontein
158	SF P IRTLS367-5	Dennegeur Avenue Corner Matapan Avenue, Strandfontein	Strandfontein
159	SF P IRTLS372-5	Birkenhead Drive Corner Nautilus Road, Strandfontein	Strandfontein
160	SF P IRTLS374-5	Spine Road Corner Vesuvius Avenue, Strandfontein	Strandfontein
161	SF P IRTLS377-5	Newmarket Street Corner Brook Street, Foreshore (1/317)	Foreshore
162	SF P IRTLS381-5	Sussex road Corner Mosque Road, Wynberg (1/371)	Wynberg
163	SF P IRTLS47-5	Jakes Gerwel Drive Corner Durr Road, Surrey Estate (1/1591)	Athlone
164	SF P IRTLS49-5	Strand Road Corner Peter Barlow Drive, Bellville (1/112)	Meyerhof
165	SF P IRTLS5-5	Borcherds Quarry Road Corner Montreal Drive, Matroosfontein	Airport Industria
166	SF P IRTLS55-5	College Road Corner Carnie Road, Athlone (1/991)	Athlone
167	SF P IRTLS56-5	Klipfontein Road Corner Petunia Road, Athlone (1/327)	Athlone
168	SF P IRTLS62-5	Voortrekker Road Corner Spencer Street, Maitland	Maitland
169	SF P IRTLS63-5	Voortrekker Road Corner 5th Avenue, Kensington (1/1063)	Kensington
170	SF P IRTLS64-5	Voortrekker Road Corner 14th Avenue, Kensington (1/789)	Kensington
171	SF P IRTLS70-5	Louis Thibault Drive Corner Letchworth Drive, Edgemead	Edgemead
172	SF P IRTLS71-5	Louis Thibault Drive Corner Letchworth Drive, Edgemead	Edgemead
173	SF P IRTLS73-5	Louis Thibault Drive Corner Twickenham Way Edgemead (1/1051)	Edgemead
174	SF P IRTLS76-5	Monte Vista Blvd Corner Sparrman Avenue, Monte Vista (1/22)	Monte Vista

	Face Number	Location	Loc: Suburb
175	SF P IRTLS77-5	Monte Vista Blvd Corner Camoens Avenue, Monte Vista (1/19)	Monte Vista
176	SF P IRTLS81-5	Hugo Street Corner Marshall Road, Goodwood (1/1222)	Goodwood
177	SF P IRTLS82-5	Hugo Street Corner Jameson Road, Goodwood (1/54)	Goodwood
178	SF P IRTLS84-5	Strand Road Corner Ford Street, Bellville (1/830)	Meyerhof
179	SF P IRTLS85-5	Vasco Blvd Corner Milton Road, Goodwood (1/11)	Goodwood
180	SF P IRTLS86-5	Vasco Blvd Corner Merriman Road, Goodwood (1/97)	Goodwood
181	SF P IRTLS93-5	Frans Conradie Drive Corner Townsend Street, Goodwood	Goodwood
182	SF P IRTLS97-5	Strand Road Corner De La Haye Avenue, Bellville (1/531)	Thalman Estate
183	SF P IRTLS103-5	Harbour Road Corner Seacliff Road, Hout Bay (1/1040)	Houtbaai
184	SF P IRTLS129-5	Imam Haron Road Corner Garrison Road, Claremont (1/286)	Claremont
185	SF P IRTLS135-5	Main Road Corner Harfield Road, Claremont	Claremont
186	SF P IRTLS137-5	Main Road Corner Glenhof Road, Newlands (1/127)	Newlands
187	SF P IRTLS172-5	Bosmansdam Road Coner Ocean Spirit Avenue, Sanddrift (1/372)	Sanddrift
188	SF P IRTLS214-5	Kommetjie Road Corner Wildevoelblei Road, Long Beach (1/933)	Long Beach Village
189	SF P IRTLS216-5	Main Road Corner Iris Way, Scarborough (1/1575)	Scarborough
190	SF P IRTLS249-5	Tokai Road Corner Dalmore Road, Tokai (1/1230)	Steenberg Estate
191	SF P IRTLS254-5	Firgrove Way Corner Welgelee Road, Constantia (1/1139)	Constantia Neck
192	SF P IRTLS268-5	Macassar Road Corner Old Main Road, Firgrove	Salvo Park
193	SF P IRTLS270-5	Main Road Corner Lobelia Street, Heldervue (1/869)	Helderview
194	SF P IRTLS274-5	Main Road Corner Winston Street, Strand (1/1082)	Strand
195	SF P IRTLS278-5	Willie van Shcoor Drive Corner Mispel Road, Bellville (1/435)	Oakdale Estate
196	SF P IRTLS279-5	Durban Road Corner Bloemhof Road, Bellville (1/1046)	Oakdale Estate
197	SF P IRTLS344-5	Parklands Maind Road Corner Chippenham Cres, Parklands	Parklands
198	SF P IRTLS363-5	Gordon's Bay Drive Corner Abattoir Street, Strand (1/1053)	Greenways
199	SF P IRTLS79-5	Monte Vista Vlvd Corner De La Fontaine Avenue, Monte Vista	Monte Vista
200	SF P IRTLS171-5	Bosmandsdam Road Corner Ocean Spirit Avenue, Sanddrift	Sanddrift
201	SF P IRTLS202-5	West Coast Road Corner Sandown Road, Sunningdale (1/1265)	Sunningdale
202	SF P IRTLS269-5	Main Road Corner Kirkia Street, Firgrove (1/1071)	Salvo Park
203	SF P IRTLS271-5	Main Road Corner School Street, Somerset West (1/1603)	Somerset West
204	SF P IRTLS45-5	Jakes Gerwel Corner Heideveld Road, Vangate (1/1647)	Athlone
205	SF P IRTLS105-6	Victoria Road, Camps Bay (1/1329)	Camps Bay
206	SF P IRTLS123-6	Sandown Road Corner Glebe Road, Rondebosch (1/1115)	Rondebosch
207	SF P IRTLS166-6	Montague Drive Corner 7th Street, Montague Gardens	Montague Gardens
208	SF P IRTLS194-6	Otto du Plessis Drive Corner Abmle Way, Melkbosstrand (1/843)	Kapteinsbaai
209	SF P IRTLS210-6	Crossair Way Corner Corvette Road, Sun Valley (1/1148)	Sun Valley
210	SF P IRTLS22-6	Robert Sobukwe Road Corner Belcon Road, Belhar (1/1001)	Belhar
211	SF P IRTLS237-6	Morgenster Road Corner Weltevreden Pwky, Mitchells Plain	Westridge
212	SF P IRTLS245-6	De Waal Road Corner Mocke Road, Diep River (1/1122)	Diep Rivier
213	SF P IRTLS335-6	Old Strandfontein Road Corner Swallowcliffe Drive, Ottery (1/874)	Ottery
214	SF P IRTLS352-6	Wespoort Drive Corner Hazeldene Avenue, Portland	Portlands
215	SF P IRTLS69-6	Louis Thibault Drive Corner Letchworth Drive, Edgemead	Edgemead
216	SF P IRTLS126-6	Claremont Taxi Rank, Between Station Road and Ralph Street	Claremont
217	SF P IRTLS299-6	Jakes Gerwel Drive Corner College Road, Surrey Estate (1/1581)	Surrey Estate
218	SF P IRTLS303-6	Chichester Road Corner Garfield Road, Claremont (1/1320)	Kenilworth Park

	Face Number	Location	Loc: Suburb
219	SF P IRTLS312-6	Zandvliet Road Corner Musica Avenue, Macassar	Deaconville
220	SF P IRTLS322-6	Montague Drive Corner Railway Road, Montague Gardens	Montague Gardens
221	SF P IRTLS33-6	Industria Ring Road Corner Assegaai Street, Ravensmead (1/1642)	Ravensmead
222	SF P IRTLS345-6	Stellenberg Road Corner Radnor Street, Parow (1/1301)	Parow Industria
223	SF P IRTLS346-6	Stellenberg Road Corner Radnor Street, Parow (1/1302)	Parow Industria
224	SF P IRTLS347-6	Stellenberg Road Corner Radnor Street, Parow (1/1303)	Parow Industria
225	SF P IRTLS349-6	Industria Ring Road Corner Denton Street, Parow (1/1328)	Parow Industria
226	SF P IRTLS379-6	Sussex Road Corner Bexhill Road, Wynberg (1/995)	Wynberg
227	SF P IRTLS380-6	Brisbane Road Corner Sussex Road, Wynberg	Wynberg
228	SF P IRTLS91-6	Jakes Gervel Drive Corner Voortrekker Road, Goodwood (1/1319)	Goodwood
229	SF P IRTLS132-6	Chichester Road Corner Garfield Road, Kenilworth (1/1321)	Kenilworth
230	SF P IRTLS16-6	Langeberg Road Corner School Street, Durbanville (01/10)	Wellway Park
231	SF P IRTLS247-6	Military Road Corner Flora Road, Steenberg (03/001)	Steenberg Estate
232	SF P IRTLS110-6	Heerengracht Street, Cape Town, CBD (1/1625)	Cape Town CBD
233	SF P IRTLS104-A	Victoria Road, Camps Bay (42/11)	Camps Bay
234	SF P IRTLS114-A	Robert Sobukwe Road Corner Symphony Way, Bellville (1/6)	Bellville
235	SF P IRTLS14-A	Jip de Jager Drive Corner Van Riebeeckshof Road, Bellville (05/059)	Bellville
236	SF P IRTLS177-A	Durban Road Corner Voortrekker Road, Bellville (05/010)	Bellville
237	SF P IRTLS179-A	Service Road Corner Acteon Road, Paarden Eiland (1/608)	Paardeneiland
238	SF P IRTLS193-A	Otto du Plessis Drive Corner Java Avenue, Bloubergstrand (1/64)	Bloubergstrand
239	SF P IRTLS199-A	West Coast Road Corner Tryall Road, Bloubergstrand (1/1309)	Bloubergstrand
240	SF P IRTLS221-A	Kommetjie Road Corner Pass Road, Fish Hoek (1/1636)	Silverglade
241	SF P IRTLS24-A	Hindle Road Corner Eerste River Way, Blue Downs	Kuils River
242	SF P IRTLS323-A	Louis Thibault Drive Corner Letchworth Drive, Edgemead	Edgemead
243	SF P IRTLS32-A	Willie van Schoor Drive Corner Bloemhof Drive, Tyger Valley	Tyger Valley
244	SF P IRTLS376-A	Summer Greens Drive Corner Emerald Way, Summber Greens	Summer Greens
245	SF P IRTLS38-A	Robert Sobukwe Road Corner Amandel Road, Belhar (1/1622)	Belhar
246	SF P IRTLS44-A	Voortrekker Road Corner De La Rey Street, Parow (01/007)	Parow Valley
247	SF P IRTLS57-A	Jakes Gerwel Drive Corner Heidebeld Road, Vanguard (47/16)	Athlone
248	SF P IRTLS66-A	Edgemead Drive Corner Bathurst Close, Edgemead (1/1153)	Edgemead
249	SF P IRTLS67-A	Edgemead Drive Corner Bathurst Close, Edgemead (1/1109)	Edgemead
250	SF P IRTLS83-A	Vasco Blvd Corner Hofmeyr Street, Goodwood (01/015)	Goodwood
251	SF P IRTLS101-A	Hout Bay Main Road, Hout Bay (1/963)	Houtbaai
252	SF P IRTLS112-A	Newmarket Street Corner Selwyn Street, Woodstock (1/1135)	Woodstock
253	SF P IRTLS128-A	Imam Haron Road Corner Lee Road, Claremont (65/2)	Claremont
254	SF P IRTLS133-A	Wetton Road Corner Rosmead Avenue, Kenilworth (1/453)	Wynberg
255	SF P IRTLS147-A	Adam Tas Avenue Corner Buren Street, Bothasig (1/1286)	Bothasig
256	SF P IRTLS149-A	Adam Tas Avenue Corner Tierberg Street, Bothasig (1/738)	Bothasig
257	SF P IRTLS151-A	De Grendel Avenue Corner Adam Tas Avenue, Bothasig (1/725)	Bothasig
258	SF P IRTLS154-A	Voortrekker Road Corner Washington Street, Bellville	Boston Estate
259	SF P IRTLS229-A	Baden Powell Drive Corner Sanderling Road, Muizenberg (1/580)	Costa Da Gama
260	SF P IRTLS241-A	Ottery Road Corner De Wet Road, Ottery (65/23)	Ottery
261	SF P IRTLS258-A	Main Road Corner Larne Road, Bergvliet (78/10)	Bergvliet
262	SF P IRTLS275-A	Frans Conradie Drive Corner Boston Street, Bellville (1/1311)	Boston Estate

	Face Number	Location	Loc: Suburb
263	SF P IRTLS282-A	Old Nooiensfontein Road Corner Broadway Gate, Silversands	Silversands
264	SF P IRTLS291-A	Main Road Corner Bath Road, Claremont (1/303)	Harfield Village
265	SF P IRTLS293-A	Gunners Circle Corner Hawkins Avenue, Epping (1/363)	Epping Industrial
266	SF P IRTLS295-A	Benbow Avenue, Epping (1/804)	Epping Industrial
267	SF P IRTLS296-A	Bofors Circle, Epping (1/1260)	Epping Industrial
268	SF P IRTLS304-A	5th Avenue Corner 10th Street, Kensington (1/420)	Kensington
269	SF P IRTLS317-A	Koeberg Road Corner Lobelia Street, Milnerton (1/1137)	Milnerton Ridge
270	SF P IRTLS319-A	Vryburger Avenue Corner Pama Cres, Bothasig	Bothasig
271	SF P IRTLS333-A	Bambosvlei Road Corner, Crescent Road, Ottery (1/314)	Ottery
272	SF P IRTLS334-A	Old Strandfontein Road Corner Epsom Drive, Turf hall Estate	Ottery
273	SF P IRTLS336-A	Wetton Road Corner Plantation Road, Wetton, (1/1355)	Ottery
274	SF P IRTLS339-A	Landsowne Road Corner Roy Road, Ottery (1/672)	Ottery
275	SF P IRTLS340-A	Carlisle Street Corner Wallflower Street, Paarden Eiland, (27/29)	Paardeneiland
276	SF P IRTLS365-A	Welgelegen Avenue Corner Sardyn Road, Strandfontein (1/557)	Strandfontein
277	SF P IRTLS366-A	Welgelegen Avenue Corner Dennegeur Avenue, Strandfontein	Strandfontein
278	SF P IRTLS369-A	Dennegeur Avenue Corner Church Way, Strandfontein (1/737)	Strandfontein
279	SF P IRTLS53-A	Klipfontein Road Corner Yusuf Gool Blvd, Gatesville (1/1342)	Surwell
280	SF P IRTLS58-A	Gunners Circle Corner Evans Avenue, Epping (29/11)	Epping Industrial
281	SF P IRTLS59-A	Jakes Gerwel Drive Corner Viking Way, Epping (1/1261)	Epping Industrial
282	SF P IRTLS72-A	Louis Thibault Drive Corner Letchworth Drive, Edgemead	Edgemead
283	SF P IRTLS74-A	Montague Road Corner D'Almeida Avenue, Monte Vista (1/18)	Monte Vista
284	SF P IRTLS88-A	Milton Road Corner Spencer Road, Goodwood (01/005)	Goodwood
285	SF P IRTLS90-A	Milton Road Corner Caledon Street, Goodwood (1/1249)	Goodwood
286	SF P IRTLS92-A	Jakes Gerwel Drive Corner Voortrekker Road, Goodwood (1/685)	Goodwood
287	SF P IRTLS136-A	Palmyra Road Corner Mayfair Avenue, Newlands (45/68)	Claremont
288	SF P IRTLS34-A	Durban Road Corner High Street, Tyger Valley (05/051)	Tyger Valley
289	SF P IRTLS36-A	Durban Road Corner Pasita Street, Tygervalley (05/110)	Tyger Valley
290	SF P IRTLS362-A	Labelle Road Corner Midmar Road, Stikland (05/014)	Stikland
291	SF P IRTLS350-A	Industria Ring Road Corner Stellenberg Road, Parow (1/1316)	Parow Industria

C.5 Annexure E: Example of PTI Advertising Opportunities

Example of 65-inch transit TV screens

Example of 2m x 6m static billboard or 3m x 6m transit XL LED screen

Example of 3m x 30m iconic site

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

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

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

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

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

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

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

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

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.

3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.

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

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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

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

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

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

Add the following after clause 5.8:

5.9 **<u>Protection of Personal Information Act of 2013</u>**

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

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

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

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

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

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:

11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity;

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **R5 million** in respect of each and every claim during the contract period.

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

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser'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 Purchaser delegated authority if such was not included in the bid documents.

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be as per C5.Annexure A.

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

22.3 If the Supplier fails to deliver or perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies, deduct from payments due such penalties as set out in **C.5 Annexure A** **(Penalty Schedule)**.

22.4 Penalties shall escalate annually in accordance with the same formula or CPI adjustment as applied to the Contract Price Adjustment.

22.5 The Purchaser may impose penalties for non-performance, late performance, or breach of Outdoor Advertising By-laws, in addition to any other remedies

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

a) reports of poor governance and/or unethical behaviour;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the Purchaser

d) negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

In the event of a dispute between the Purchaser (City of Cape Town) and the Supplier (Advertising Contractor), the following process shall apply:

1. The Parties shall first attempt to resolve the dispute through good faith negotiations within 14 (fourteen) calendar days.
2. If unresolved, the matter shall be escalated to the Director: Supply Chain Management and the City's Legal Services Department.
3. Should internal resolution fail, the Parties agree that the process set out in this clause shall take precedence over any alternative dispute mechanisms, and arbitration or court proceedings may only be pursued thereafter.

This process replaces and supersedes any inconsistent dispute provisions elsewhere in the Contract. This process replaces and supersedes any inconsistent dispute provisions elsewhere in the Contract.

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:

a) hand delivered – on the day delivery of delivery or the next Working Day,
b) sent by registered mail – five (5) Working Days after mailing,
c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (C.8 Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 ‘Country of origin’ means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 ‘Day’ means calendar day.

1.8 ‘Delivery’ means delivery in compliance with the conditions of the contract or order.

1.9 ‘Delivery ex stock’ means immediate delivery directly from stock actually on hand.

1.10 ‘Delivery into consignee’s store or to his site’ means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 ‘Dumping’ occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 ‘Force majeure’ means an event beyond the control of the supplier, not involving the supplier’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 ‘Fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 ‘GCC’ means the General Conditions of Contract.

1.15 ‘Goods’ means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 ‘Imported content’ means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and
which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 ‘Local content’ means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

1.18 ‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 ‘Order’ means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 ‘Project site’, where applicable, means the place indicated in bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
b) A cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22 and C.5 Annexure A, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo	*Letterhead of supplier's Insurance Broker*

Date ___________________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: *2025/26*

TENDER DESCRIPTION:

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ____________________

For: ____________________ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.

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

3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.

4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA

6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.

7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.

10 Was the beneficiary sourced from the City's job seeker database?

11 The contract end date as stated in the beneficiary's employment contract.

12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.

13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month

14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.

16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.

17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)		
DIRECTORATE:		DEPARTMENT:		
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:		
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL	
			WORK	

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)
R

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	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
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16												
17												
18												
19												
20												
										0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR *DETAILS AND DEFINITIONS*

"Guarantor" means: ....

Physical address of Guarantor: ....

"Supplier" means: ....

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

Amount in words: ....

"Guaranteed Sum" means: The maximum amount of R ....

Amount in words: ....

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

PERFORMANCE GUARANTEE

1. *The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.*

2. *The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.*

3. *The Guarantor hereby acknowledges that:*

   3.1 *any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;*

   3.2 *Its obligation under this Guarantee/Performance Security is restricted to the payment of money.*

4. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:*

   4.1 *A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

   4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.*

5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:*

   5.1 *The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or*

   5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and*

5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

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

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

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

Approved Financial Institution as at [   ]:

[…]

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ....

Physical address of guarantor: ....

"Supplier" means: ....

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

Amount in words: ....

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

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

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

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

Amount in words: ....

1. *The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.*

2. *The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.*

3. *The Guarantor hereby acknowledges that:*

3.1 *any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;*

3.2 *Its obligation under this Advance Payment Guarantee is restricted to the payment of money.*

4. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:*

4.1 *A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract (“default”) and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

4.2 *A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.*

5. *Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:*

   5.1 *the Contract has been terminated due to the Supplier’s default and that this Advance Payment*

Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and

5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

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

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

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

Approved Financial Institution as at 28 February 2023:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies
American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited…]

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

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.

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 (P0141-Table B2). 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.
90% year on year of the adjusted rate 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.
90% year on year of the adjusted rate will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the current rate is fixed and firm.

Year 4:
Subject to contract price adjustment in accordance with the Consumer Price Index (P0141 – Table B2). The base month for the price adjustment shall be two (2) calendar months prior to the 25th month, and the end month shall be two (2) calendar months prior to the 36th month. Ninety percent (90%) of the adjusted rate will be subject to annual adjustment based on the average CPI, while ten percent (10%) of the current rate is fixed and firm.

Year 5:
Subject to contract price adjustment in accordance with the Consumer Price Index (P0141 – Table B2). The base month for the price adjustment shall be two (2) calendar months prior to the 37th month, and the end month shall be two (2) calendar months prior to the 48th month. Ninety percent (90%) of the adjusted rate will be subject to annual adjustment based on the average CPI, while ten percent (10%) of the current rate is fixed and firm.

Year 6:
Subject to contract price adjustment in accordance with the Consumer Price Index (P0141 – Table B2). The base month for the price adjustment shall be two (2) calendar months prior to the 49th month, and the end month shall be two (2) calendar months prior to the 60th month. Ninety percent (90%) of the adjusted rate will be subject to annual adjustment based on the average CPI, while ten percent (10%) of the current rate is fixed and firm.

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms ____________________________, of the authorised entity ________________, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: ____________________________
   Financial Institution: __________________________
   Branch Code: _______________________________
   Account No.: ________________________________

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of 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 F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

2.2 If YES, provide particulars:

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

YES		NO	

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

YES		NO	

If YES, furnish particulars below

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

____________________________ ____________________________

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…………………………………………………………………….

5.4 Company registration number: …………………………………………………………...

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
   1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
      1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
   1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
      1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
      1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
      1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of tenderer or his or her representative: ____________________________________

   3.2 Identity Number: ____

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): _______________________

   3.4 Company or Close Corporation Registration Number: ____________________________________

   3.5 Tax Reference Number: ____

   3.6 VAT Registration Number: ____

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**
      3.8.1 If yes, furnish particulars: ____

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
      3.9.1 If yes, furnish particulars: ____

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.10.1 If yes, furnish particulars: ____

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.11.1 If yes, furnish particulars: ____

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
      3.12.1 If yes, furnish particulars: ____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: ____

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

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
3.15.1 If yes, furnish particulars: ____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
3.16.1 If yes, furnish particulars: ____

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

Full Name	Identity Number	State Employee Number

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

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

___________________________________ ___________________________________

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

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

____

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

____

Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

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

______________________________ ______________________________

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

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

To: THE CITY MANAGER, City of Cape Town

From: ______________________
(Name of tenderer)

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

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore, hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number 93I/2025/26 and tender description: The Management of Advertising Opportunities on Public Transport Assets in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: ____ (Name of tenderer) that:

1. I have read and I understand the contents of this Certificate;

2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;

4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;

5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

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

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

____________________________________ ____________________________________

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

Schedule F.11: List of Other Documents Attached By Tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

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

2. Drawings and Samples

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

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

5. The Schedule of Type Tests completed.

6. Maintenance manual of equipment offered.

7. Quality assurance plan.

8. Evidence as required for the minimum score for functionality.

9. Complete the below tables and provide the relevant supporting documentation based on the category being applied for.

______________________________ ______________________________

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

Schedule F.13: Information to Be Provided With the Tender

i. The following information shall be provided/completed with the Tender. Please see Legend with instructions on how to complete the table.

1. Evaluation Criteria	2. Description	3. Claimed Value	4. Contract name/details	5. Contract period	6. Location in submission	Reference name & contact information	8. Name of company/entity for which the information is provided for
1) Experience	Number of years of experience in the relevant field as per the category.	______ (no of years)	______ ______ ______ ______ ______	From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________	______ ______ ______ ______ ______ ______ ______	______ ______ ______ ______ ______ ______ ______	______ ______ ______ ______ ______ ______ ______
2) Site Management	Number of sites managed in respect of the relevant field as per the category.	______ (no of sites)	______ ______ ______ ______ ______	From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________	______ ______ ______ ______ ______ ______ ______	______ ______ ______ ______ ______ ______ ______	______ ______ ______ ______ ______ ______ ______
3) Capital Management	Evidence of past capability in respect of large capital advertising projects in the relevant field as per the category	______ (value of project)	______ ______ ______ ______ ______	From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________ From:______ To:________	______ ______ ______ ______ ______ ______ ______	______ ______ ______ ______ ______ ______ ______	______ ______ ______ ______ ______ ______ ______

ii. Legend:

3. Claimed Value – This is the value that the Supplier indicates he meets. This value must be completely matched with the information provided and referenced in column 3, 4, 5, 6 and 7.
4. Contract name/details – The bidder is required to include the full contracts to their submission.
5. Contract period – the bidder is required to indicate the periods as per the attached contracts in 4, to make up the period claimed in 3. If under section 8, the main bidder is claiming experience that is not that of the main company/entity then it must clearly be defined.
6. Location in submission – the bidder must provide the exact reference where the supporting information can be found in their submission that supports 3, 4, 5, 6, 7 and 8.
7. Reference name & contact information – The bidder must provide details of its references for the contracts in order for the CCT to verify the information provided if need be. Include the names, email addresses and contacts phone numbers.
8. Name of company/entity for which the information is provided for – company/entity name corresponding to column 5's periods.

Note: Should this page not be enough to capture all of the information, the bidder must add duplicates of this page with its submission.

iii. The supporting documents to be submitted with the submission are as shown below and explain in the required under section:

A. Experience – documents containing the details of the service agreement constituting the above claimed points. Positive proof such as, but not limited to, full signed contracts, leases, service agreements. “Contracts or service agreements containing proof of the duration and nature of services rendered”
B. Site management - documents containing positive proof of site management of 50 or more sites.
C. Capital management - documents briefly describing and containing positive proof such as, but not limited to, proof examples of capital management to be submitted as part of tender. Provide a brief description of the project implemented and details of the associated contract/s.

It is accepted that the main tenderer may not have all the required project experience. A signed undertaking from a specialist sub-contractor having the required experience, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contract agreement, will be acceptable. The experience of sub-contractors can be used to illustrate compliance with the above minimum requirements. However, the main tendering entity must have actual experience in two of the above fields of work ((A) to (E)). This must be clearly defined in column 8.

The work experience presented in compliance with the above must be that of the tendering entity, or sub-contracting company and not of key staff members whom they intend to second for the project.

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

Schedule F.14: Appeal Application

annexure 'B'

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: ________________

DATE: ______________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: ________________

DATE: ______________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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