



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

**FINANCE
SUPPLY CHAIN MANAGEMENT**

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18 NOVEMBER 2022

NOTICE TO TENDERERS NO. 7
8 pages

NOTICE TO TENDERER

TENDER NO: 120S/2022/23

BOX NO: 167

CLOSING DATE: 2 December 2022

DESCRIPTION: The Provision of Facilities Management Services including among others Cashiers and Cash management, Security, Cleaning, Maintenance Services and Landscaping

This Notice to Tenderers (NT7) is to be recorded on schedule 14: Record of addenda to Tender Documents issued to Tenderers and bound into the tender document.

This Notice to Tenderers advises of the following:

RE: RESPONSES TO CLARIFICATION QUESTIONS SUBMITTED BY POTENTIAL BIDDERS IN RESPECT OF TENDER 120S/2022/23

This Notice is directed to all Tenderers whom attended the Compulsory Briefing Session:

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
www.capetown.gov.za

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Tender No 120S-2022-23 - Notice No.7 - Clarification Questions					
Q-N0	Page	Section	Clause	Clarification Question	Response
1	17		Clause 2.2.17.2 (b)	Clause 2.2.17.2 (b): confirm who is meant by "or other service provider"	"other service provider" refers to any other party who may have provided goods or services to the tenderer.
2	53	Fire Equipment		Pg. 53: Fire Equipment - please share the quantities of DCP and CO2	Tenderers are required to submit a unit price. Quantities may vary dependant on the number of facilities included in the contract. Where quantities may influence the unit price, work on a minimum of 2 DCP extinguishers and 1 CO2 extinguisher per facility listed in the specification.
3				Please share an asset list from Forcelink of all maintenance objects	This will be shared with the successful bidder.
4				Please share the call volumes per service category - split into reactive and PPMs for the last 12-18months	This will be shared with the successful bidder.
5	172-173		Clause 13.3.11	Clause 13.3.11: Are we allowed to contact Acumen Software for pricing of the Forcelink System? If so, please share the details.	Yes. Please find Acumen details in Volume 4.

Q-N0	Page	Section	Clause	Clarification Question	Response
6				Please share minutes from the clarification briefing	Responded to in NTT5.
7	18		Clause 2.2.19.2	Clause 2.2.19.2 (pg. 18) asks us to submit a tax compliance certificate. Confirm if we can submit the new SARS Tax Status (Pin) and/or CSD Report.	Yes
8	180	Subcontracting	Clause 13.3.17	Clause 13.3.17 refers to a document but there is an error in the reference.	<p>Replace clause 13.3.7 with the following:</p> <p>The FM Contractor may be required to provide services for which it does not have the skills in-house. The FM Contractor shall be liable for all acts and/or omissions of any subcontractor, agents or employees, as if they were the acts and/or omissions of the FM Contractor.</p> <p>Where any of the primary elements of this contract are contracted out, the FM Contractor shall provide copies of all signed agreements with these subcontractors used in the execution of the Service.</p> <p>In the event of a breach or termination in terms of an agreement with a sub-contractor, the FM Contractor are required to immediately inform the CCT and appoint a suitably qualified and experienced replacement.</p> <p>The FM Contractor shall furthermore submit copies of the signed agreement with the newly appointed sub-contractor.</p> <p>Any escalation in service fees due to the appointment of a new sub-contractor shall be for the FM Contractor's account and the prices as tendered shall stand.</p>

Q-N0	Page	Section	Clause	Clarification Question	Response
9	181	Monthly Performance Report	Clause 13.3.19.3	Clause 13.3.19.3 explains that the monthly performance report shall be submitted no later than the 10th business day of each month. This is in contradiction with the date that the invoice should be submitted (as the report needs to accompany the invoice).	The monthly performance report and the invoice report are separate documents
10	199	Professional Services	Clause 13.4.11	Clause 13.4.11 (pg. 199) makes reference to Annexure GS10.5 but this is not part of the tender documents.	Annexure GS10.5 is no longer a requirement, please ignore.
11	259	Planned Maintenance	Clause 13.5.17	Clause 13.5.17 (iii) explains that the Service Provider may need to enter into an agreement with Front International. Please elaborate on the current terms & conditions and confirm if CCT would be open to contracting directly and having the FM Provider act as a Managing Agent?	Current terms and conditions are a matter between the current service provider and Frost International, the CCT cannot elaborate on this. The CCT will not enter directly into an agreement with Frost.
12	105	Schedule 8 - Vol 2	Clause 8.2	Schedule 8 - Vol 2, Pg. 105, Clause 8.2: instructs that we are to complete the schedule and failing to do so may result in disqualification but there is nothing to complete. Please advise.	Clause 8.2 to be deleted / ignored

Q-N0	Page	Section	Clause	Clarification Question	Response
13	167-168	Vol 6,	Clause 13.3.5.2	Vol 6, Pg. 167-168, Clause 13.3.5.2: confirm if we only need to submit CVs and not qualifications for the 3 positions: a. Supervisor: Information, Call Centre & Comms b. Facility Coordinator c. Cashier / Finance Clerk	No submission is required in terms of this clause. The tenderer is obligated to ensure that the personnel they appoint meet the specified criteria and the CCT reserves the right to request CV's and or proof of compliance.
14	170	Vol 3	Clause 13.3.7	Vol 3, Pg. 170, Clause 13.3.7: the annexure in this clause (Annexure GS4) is incorrectly referenced. It should refer to Annexure GS5 (from pg. 232)	Noted
15	149	(9) Form of Guarantee / Performance Security		(9) Form of Guarantee / Performance Security - pg.149: Do we need to complete and sign this and submit as part of the response or will this be done on award?	Please refer to (7) SPECIAL CONDITIONS OF CONTRACT, clause 7, page 132.
16	152	(10) Form of Advance Payment		(10) Form of Advance Payment - pg.152: Do we need to complete and sign this and submit as part of the response or will this be done on award?	Please refer to (7) SPECIAL CONDITIONS OF CONTRACT, clause 7, page 132.
17				Can the CCT share the list of current technical service providers that the FM Provider should take over?	There are currently no technical service providers which the FM Provider is required to take over.

Q-N0	Page	Section	Clause	Clarification Question	Response
18	180	Subcontracting	13.3.17	<p>Reference is made to:</p> <p>"Where any of the primary elements of this contract are contracted out, The FM Contractor shall provide copies of all signed agreements with these subcontractors used in the execution of the Service. With reference to this, the FM Contractor is specifically referred to Clause Error! Reference source not found.(b), 13.4.9.5 and Annexure GS10.3 and Annexure GS10.4 of the Contract Documents."</p> <p>Please provide clause reference for error.</p>	See item 8 above.
19	189	Cleaning Services	13.4.3	<p>Reference is made to:</p> <p>"The FM Contractor shall clean all the CCT Assets in accordance with the this clause Error! Reference source not found."</p> <p>Please provide clause reference for error.</p>	Reference refers to clause 13.4.3

Q-N0	Page	Section	Clause	Clarification Question	Response
20	194	Maintenance Services	13.4.9	Reference is made to: "The FM Contractor will be responsible for performing Maintenance & Repairs in the CCT Assets in accordance with this clause Error! Reference source not found.9."Please provide clause reference for error.	Reference refers to clause 13.4.9
21	27	Volume 2 - Returnable documents	n/a	Is it necessary for all partners in a joint venture to complete Schedules 1 - 9?	Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.
22	112	Schedule 14	n/a	Should all parties have attended the mandatory meeting when tendering as a JV? If this is the case, please advise whether all JV partners must sign the tender notices that are issued or just the lead partner	It is only a requirement for the main tendering entity to have attended the Compulsory Briefing Session.
23	84	5	5.2.12.9	<p>5.2.12.9 on page 84 of the pricing section, makes reference to the provision and installation of alarm "tags" for "alarm monitoring" and not to an "alarm systems" which is possibly referencing the same type of device / technology.</p> <p>Further reference is made to "alarm monitoring" as described in 13.4.13.4 (page 203) to which provision and installation is particularly excluded from the scope.</p> <p>Please provide the technology details (product information/detailed description) of the alarm tags in 5.2.12.9 and explain how it differs from the alarm systems in 13.4.13.4.</p>	Responded to in NTT6, Question 3.

Yours Sincerely,

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On Behalf of: Basil Chinasamy
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 120S/2022/23

At on this Day of 2022

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)