


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 102

TENDER NO: 305C/2022/23

TENDER DESCRIPTION: Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport

CONTRACT PERIOD: Date of commencement (not prior to 01 July 2024 to 30 June 2027)

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 28 April 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 117

TENDER FEE: R200 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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 CITY OFFICIALS AT TENDER OPENING
1
2
3

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	22
(3) DETAILS OF TENDERER	22
(4) FORM OF OFFER AND ACCEPTANCE	24
(5) PRICE SCHEDULE	27
(6) SUPPORTING SCHEDULES	31
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	31
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	32
SCHEDULE 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	34
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	37
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION.....	40
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8).....	41
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN	43
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	44
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	45
SCHEDULE 10: PRICE BASIS FOR IMPORTED RESOURCES.....	46
SCHEDULE 12: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	47
SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS	48
SCHEDULE 14: INFORMATION TO BE PROVIDED WITH THE TENDER	49
VOLUME 3: DRAFT CONTRACT	55
(7) SPECIAL CONDITIONS OF CONTRACT	55
OCCURRENCE (SPOT) PENALTIES	62
(8) GENERAL CONDITIONS OF CONTRACT	66
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	75
(10) FORM OF ADVANCE PAYMENT GUARANTEE	76
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	76
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	77
(13) SPECIFICATION(S)	78
(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	97

VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	24 March 2023
SITE VISIT/CLARIFICATION MEETING	:	Non-Compulsary but strongly recommended.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Online ; 3 April 2023, 10:00 to 12:00 https://meet.capetown.gov.za/tania.assur/DFFZHHRB
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 305C/2022/23: Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>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.</p>
CCT TENDER REPRESENTATIVE		Name: Liezel Barendilla Email: Liezel.Barendilla@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

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

The contract period shall be from commencement (not prior to 01 July 2024 to 30 June 2027).

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

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).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

2.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 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 City of Cape Town'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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not applicable

2.2.1.1.4 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Qualifications and Experience of Key Personnel:

Position	Available Points
Senior Project Manager	45
Project Manager	45
Project Administrator	45

The minimum qualifying score for functionality is **94** out of a maximum of **135**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

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 **(Schedule 15(A))**. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

Position	Description of Scoring Criteria	Score	Total
Senior Project Manager	B Degree in Transportation Management or Transport Economics	Yes – 10 No – 0	10
	Cumulative years' verifiable experience obtained in the last 10 years, which MUST encompass the following services: a) Project management (5); b) Management and monitoring (5); c) Transport Planning Projects (5); d) Transportation Surveys (5); e) Data Collection Projects (5); f) Audits (5); and g) Verification of Claim and payments (5)	5 years or more – 5 3 years or more, less than 5 years – 2 Less than 3 years – 0	35
Project Manager	Tertiary Qualification in Project Management	Yes – 10 No – 0	10
	Cumulative years' verifiable experience obtained in the last 10 years, which MUST encompass the following services: a) Project management (5); b) Management and monitoring (5); c) Transport Planning Projects (5); d) Transportation Surveys (5); e) Data Collection Projects (5); f) Audits (5); and g) Verification of Claim and payments (5)	5 years or more – 5 3 years or more, less than 5 years – 2 Less than 3 years – 0	35
Project Administrator	Tertiary Qualification in Project / Office / Business Administration	Yes – 10 No – 0	10
	Minimum of at least 3 accumulative years' verifiable experience obtained in the last 10 years, which MUST encompass the following services: a) Project management (5); b) Management and monitoring (5); c) Transport Planning Projects (5); d) Transportation Surveys (5); e) Data Collection Projects (5); f) Audits (5); and g) Verification of Claim and payments (5)	3 years or more – 5 3 years or more, less than 5 years – 2 Less than 3 years – 0	35
Total Achievable Score			135

2.2.1.1.7 Provision of samples

Not Applicable

2.2.1.1.8 PERSONNEL

In order to be considered for an appointment in terms of this tender, the tenderer must declare

(Schedule 15(B)) to, for the duration of the contract, have access to the required personnel with the experience and qualifications either:

- i. permanently employed OR;
- ii. contracted through specialist consultants having the required personnel

Any personnel requested are to commence duties within one weeks of the notification of the request by the City to the Service Provider.

No individual can fulfil more than 1 role of the listed personnel positions, unless otherwise indicated below.

The Service Provider shall in the execution of the contract employ competent and experienced suitable staff, which meets the below mentioned requirements pertaining to qualification and experience.

Position	Registration	Qualification	Experience
Civil Engineering Technologist	Registered with Engineering Council South Africa (ECSA)	Tertiary Qualification in Civil Engineering	a) have at least 3 (Three) years verifiable post graduate experience in the construction of civil engineering projects with specific reference to the drafting of condition assessment report.
Structural Engineering Technologist	Registered with Engineering (ECSA)	Tertiary Qualification in Civil or Structural Engineering	a) have at least 3 (Three) years verifiable post graduate experience in construction of structural engineering projects with specific reference to the drafting of condition assessment reports
Building Construction Technologist	Relevant Professional Registration	Tertiary Qualification in Construction Management, Quantity Surveying or Architectural Studies	a) have at least 3 (Three) years verifiable post graduate experience in construction and maintenance of construction works involving buildings with specific reference to the drafting of condition assessment reports
Electrical Engineering Technologist	Registered with Engineering (ECSA)	Tertiary Qualification in Electrical Engineering	a) have at least 3 (Three) years verifiable post graduate experience in construction of electrical engineering projects with specific reference to the drafting of condition assessment reports
Lift Inspector	Registered with Engineering (ECSA)	Diploma or certificate for Lift Inspection/Lift Mechanics	a) have at least 3 (Three) years verifiable in lift inspection projects in major buildings which must involve the repairs and maintenance of lifts
Traffic Engineer	Registered with Engineering (ECSA)	Tertiary Qualification	a) have at least 3 (Three) years verifiable post graduate experience in traffic and transportation engineering projects
Fleet Officer	N/A	Trade Tested Artisan in Diesel/Motor Mechanics	a) have at least 3 (Three) years proven post trade qualification experience in a bus or heavy truck fleet industry in a management or supervisor role of technical maintenance staff
Fire Investigation Practitioner	Registered with The Council for Scientific Professions (SACNASP)	Honours Degree in a field related to practice of fire investigation. (NQF Level 8)	At least 5 years (Five) years verifiable post qualification experience in automotive fire investigations (Bus specific will be advantageous)

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Standby tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit Standby 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 standby tender offer, he shall do so as a separate offer on a complete set of tender documents. The standby tender offer shall be submitted in a separate sealed envelope clearly marked "Standby Tender" in order to distinguish it from the main tender offer.

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

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

A standby of the highest ranked acceptable main tender offer that is priced higher than the main tender

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

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

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

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

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

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

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.2 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. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

venue as stated in the General Tender Information.

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or

- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

tendered for year one.

- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

OR

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

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

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

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

2.3.10.3.4 Applicable formula:

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

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

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

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

HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT

No	Specific Goal	Definition Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of:	Required Evidence	Points to be allocated
1	Gender (Ownership)	Gender are women (ownership)* More than 50% women ownership = 5 points Less than 50% women ownership = 2.5 points 0% women ownership = 0 points	Company Registration Certification Identification Documentation CSD report	5
2	Race (Ownership)	Race are black persons (ownership)* More than 50% black ownership = 5 points Less than 50% black ownership = 2.5 points 0% black ownership = 0 points	B-BBEE Certificate CSD Registration report CIPC Company Registration Identification Documentation	5

3	Disability (Ownership as per WHO guidelines)	Disability are disabled persons (ownership)* WHO disability guideline 1-100% ownership = 5 points 0% ownership = 0 points	Disability Form as per SARS (ITRDD Form) Company Registration Certification Identification Documentation	5
RECONSTRUCTION AND DEVELOPMENT PROGRAMME (RDP) AS PUBLISHED IN GOVERNMENT GAZETTE				
4	Promotion of Micro and Small Enterprises	Promotion of Micro and Small Enterprises Micro with a turnover up to R20 million 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	Proof of B-BBEE status level of contributor South African owned enterprises - Certificate of incorporation or Commissioned affidavit Financial Statement to determine annual turnover	5
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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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
- 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:

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- 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 PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers


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

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication

Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 21 of 66

TENDER NO: 305C/2022/23

TENDER DESCRIPTION: Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport

CONTRACT PERIOD: Date of commencement (not prior to 01 July 2024 to 30 June 2027)

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER DP7730C/2022/23: [Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER DP7730C/2022/23: [Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport]

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

.....

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

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

(5) PRICE SCHEDULE

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

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

Item No	Activity Description	Unit of Measure	Rate (R) (excl VAT)
1	Administrative Personnel		
1.1	Senior Project Manager	Per Hour	
1.2	Project Manager	Per Hour	
1.3	Project Administrator	Per Hour	
1.4	Administrator	Per Hour	
1.5	Clerical Personnel	Per Hour	
2	Technical Personnel		
2.1	Civil Engineering Technologist		
2.1.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.1.2	Saturday (24 Hours – as and when required)	Per Hour	
2.1.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	
2.2	Structural Engineering Technologist		
2.2.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.2.2	Saturday (24 Hours – as and when required)	Per Hour	
2.2.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	

2.3	Building Construction Technologist
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2.3.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.3.2	Saturday (24 Hours – as and when required)	Per Hour	
2.3.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	
2.4	Electrical Engineering Technologist		
2.4.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.4.2	Saturday (24 Hours – as and when required)	Per Hour	
2.4.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	
2.5	Vehicle Lift Inspector		
2.5.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.5.2	Saturday (24 Hours – as and when required)	Per Hour	
2.5.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	
2.6	Traffic Engineer		
2.6.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.6.2	Saturday (24 Hours – as and when required)	Per Hour	
2.6.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	
2.7	Fleet Officer		
2.7.1	Week Day Operating hour (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.7.2	Saturday (24 Hours – as and when required)	Per Hour	
2.7.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	
2.8	Fire Investigation Practitioner		
2.8.1	Week Day Operating hours (Mon to Fri – 05h00 to 22h00)	Per Hour	
2.8.2	Saturday (24 Hours – as and when required)	Per Hour	
2.8.3	Sunday/Public Holiday (24 Hours – as and when required)	Per Hour	

3	General Monitors		
3.1	Week Day Operating hours (Mon to Fri – 05h00 to 22h00)	Per Hour	
3.2	Saturday (24 Hours – as and when required)	Per Hour	
3.3	Sunday (24 Hours – as and when required)	Per Hour	

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g night time rate, transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding. Disbursement include:
 - a) Accommodation
 - b) Administration costs
 - c) Printing, copying and binding of reports
 - d) Cellphone and Data Costs
 - e) Transport and Fuel Costs
 - f) The service provider is to ensure that requirements in terms of the Basic Conditions of Employment Act, No. 75 of 1997 and the Labour Relations Act, No.66 of 1995, must be adhered to and provision must therefore be made for leave, sick leave, public holidays etc. Furthermore, As required in terms of the Occupational Health & Safety Act 85 of 1993, all staff must be provided with uniforms to ensure easy identification. Therefore, provision must be made for Protective Clothing per person. Other costs to consider are UIF, COIDA, etc
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 It must be noted that critical operations will take place at night and over week - ends. Over and above a normal week day, General monitors and Technical Staff will be required to work Saturdays, Sundays and Night Time as and when required so as to respond to operational requirements. Note that the rate tendered for Sunday work shall apply to any work performed on a public holiday. Where public Holiday falls on a Sunday, only one (1) will be claimable for hours worked. Payment for such work when conducted outside ordinary hours is to be paid through the rates as indicated in the price schedule.
 - a) **Week Day Rate**
Refers to monitoring services undertaken during the week, Monday to Friday, between 05h00 to 22h00.

b) Night Shift

The City will not pay any nightshift allowance for work conducted between 18:00 and 22:00 or 05:00 to 06:00. Tenderers should make allowance for night shift rates as applicable in terms of Basic Conditions of Employment Act, No. 75 of 1997 and the Labour Relations Act, No.66 of 1995.

c) Saturday Rate

Refers to monitoring services undertaken on a Saturday.

d) Sunday Rate and Public Holiday Rate

Refers to monitoring services undertaken on a Sunday and Public Holiday. Where public Holiday falls on a Sunday, only one (1) will be claimable for hours worked. Payment for such work when conducted outside ordinary hours is to be paid through the rates as indicated in the price schedule.

INITIALS OF CITY OFFICIALS		
1	2	3

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

- 4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2. **To be completed by the organ of state**

(delete whichever is not applicable for this tender)

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.

1.4. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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

- 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

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of —
- an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. Refer to clause 2.3.10.3.4 of the Conditions of Tender

(Note to organs of state: Where 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	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender (Ownership)	5	
Race (Ownership)	5	
Disability (Ownership as per WHO guidelines)	5	
Promotion of Micro and Small Enterprises	5	
Total Points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle

shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution 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 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

TENDER NO: 305C/2022/23

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____

(Name of tenderer)

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

The tenderer:

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

Physical Business address(es) of the tenderer	Municipal Account number(s)

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

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

Signature _____

Print name: _____

On behalf of the tenderer (duly authorised)

Date _____

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Not applicable.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
- Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000
- OR**
- by email to: CPA.Request@capetown.gov.za
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
- a) All costs shall be subject to annual CPI Adjustment as set out herein.
 - b) No escalation shall apply to any rates for the first year of the contract unless more than a year elapses from tender closure to the commencement date.
 - c) All costs shall be subject to annual CPI adjustment as set out herein:
 - i. 90% of the tendered rates will be subject to adjustment annually based on the Consumer Price Index (CPI) accordance with the Consumer Price Index (P0141-Table A) for the Western Cape.
 - ii. The base month for price adjustment shall be two (2) calendar months prior to the date of commencement for the first year subject to clause b) above.
 - iii. For all subsequent years the base month for the price adjustment shall be two (2) calendar months prior to the anniversary date of the contract.
 - iv. 10% of the rate will remain fixed.
 - d) The Contractor shall inform the CCT at least one month in advance as to when any increases are to become due and provide an updated schedule showing the proposed increase and how it impacts on the applicable rates.
 - e) Contract Price Adjustment will not apply to percentage fee payment items including :
 - Management Fee percentage

Schedule 9: Certificate of Independent Tender Determination

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

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

(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 10: Price Basis for Imported Resources

Not Applicable

Schedule 12: 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 13: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 14: Information to be provided with the tender
--

The following information shall be provided with the Tender:

14.1) CVs and qualifications of the following key personnel :

- a) Senior Project Manager
- b) Project Manager
- c) Project Administrator

Please note that all Curriculum Vitae's must clearly indicate the following information:

- a) Name of Key Personnel and role that will be fulfilled in terms of this tender.
- b) Qualifications (copies of qualifications to be attached)
- c) Professional Registrations (proof of registration with professional body to be attached)
- d) Description and dates of proven experience
 - I. Title and description of project
 - II. Start and end date of each project (Stipulate the day, month and year – DD/MM/YYYY)
 - III. Client name and contact details
 - IV. Include copies of qualifications and professional registration

SIGNED ON BEHALF OF TENDERER:

Schedule 15 (A): CV's and Qualifications of Key Personnel

KEY PERSONNEL: SENIOR PROJECT MANAGER						
NAME OF PERSON						
QUALIFICATION						
PROFESSIONAL REGISTRATION NUMBER						
DESCRIPTION AND DATES OF PROVEN EXPERIENCE						TYPE OF EXPERIENCE CLAIMED Please indicate by listing relevant numbering as depicted below
TITLE AND DESCRIPTION	START DATE (DD/MM/YYYY)	END DATE (DD/MM/YYYY)	CLIENT NAME	CONTACT DETAILS	NUMBER OF YEARS OF RELEVANT EXPERIENCE CLAIMED	a) Project management b) Management and monitoring of facilities c) Transport Planning Projects d) Transportation Surveys e) Data Collection Projects f) Audits g) Verification of Claim and payments

SIGNED ON BEHALF OF TENDERER:

KEY PERSONNEL: PROJECT MANAGER

NAME OF PERSON						
QUALIFICATION						
PROFESSIONAL REGISTRATION NUMBER						
DESCRIPTION AND DATES OF PROVEN EXPERIENCE						TYPE OF EXPERIENCE CLAIMED Please indicate by listing relevant numbering as depicted below
TITLE AND DESCRIPTION	START DATE (DD/MM/YYYY)	END DATE (DD/MM/YYYY)	CLIENT NAME	CONTACT DETAILS	NUMBER OF YEARS OF RELEVANT EXPERIENCE CLAIMED	a) Project management b) Management and monitoring of facilities c) Transport Planning Projects d) Transportation Surveys e) Data Collection Projects f) Audits g) Verification of Claim and payments

SIGNED ON BEHALF OF TENDERER:

KEY PERSONNEL: SENIOR ADMINISTRATOR

TENDER NO: 305C/2022/23

NAME OF PERSON						
QUALIFICATION						
PROFESSIONAL REGISTRATION NUMBER						
DESCRIPTION AND DATES OF PROVEN EXPERIENCE						TYPE OF EXPERIENCE CLAIMED Please indicate by listing relevant numbering as depicted below
TITLE AND DESCRIPTION	START DATE (DD/MM/YYYY)	END DATE (DD/MM/YYYY)	CLIENT NAME	CONTACT DETAILS	NUMBER OF YEARS OF RELEVANT EXPERIENCE CLAIMED.	a) Project management b) Management and monitoring of facilities c) Transport Planning Projects d) Transportation Surveys e) Data Collection Projects f) Audits g) Verification of Claim and payments

SIGNED ON BEHALF OF TENDERER:

Schedule 15 (B): DECLARATION BY TENDERER ON ACCESS TO PERSONNEL


I declare that we have access to the required personnel with the experience and qualifications listed herein either:

- i. permanently employed OR
- ii. through contract/s with specialist consultants having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer as and when required.

Position	Registration	Qualification	Experience
Civil Engineering Technologist	Registered with Engineering Council South Africa (ECSA)	Tertiary Qualification in Civil Engineering	At least 3 (Three) years verifiable post graduate experience in the construction of civil engineering projects with specific reference to the drafting of condition assessment report.
Structural Engineering Technologist	Registered with ECSA	Tertiary Qualification in Civil or Structural Engineering	At least 3 (Three) years verifiable post graduate experience in construction of structural engineering projects with specific reference to the drafting of condition assessment reports
Building Construction Technologist	Relevant Professional Registration	Tertiary Qualification in Construction Management, Quantity Surveying or Architectural Studies	At least 3 (Three) years verifiable post graduate experience in construction and maintenance of construction works involving buildings with specific reference to the drafting of condition assessment reports
Electrical Engineering Technologist	Registered with ECSA	Tertiary Qualification in Electrical Engineering	At least 3 (Three) years verifiable post graduate experience in construction of electrical engineering projects with specific reference to the drafting of condition assessment reports
Lift Inspector	Registered with ECSA	Diploma or certificate for Lift Inspection/Lift Mechanics	At least 3 (Three) years verifiable in lift attached to vehicles inspection projects (Wheelchair lifts) which must involve the repairs and maintenance of lifts
Traffic Engineer	Registered with ECSA	Tertiary Qualification	At least 3 (Three) years verifiable post graduate experience in traffic and transportation engineering projects
Fleet Officer	N/A	Trade Tested Artisan in Diesel/Motor Mechanics	At least 3 (Three) years proven post trade qualification experience in a bus or heavy truck fleet industry in a management or supervisor role of technical maintenance staff
Fire Investigation Practitioner	Registered with The Council for Natural Scientific Professions (SACNASP)	Honours Degree in a field related to the practice of fire investigation. (NQF level 8)	At least 5 (Five) years verifiable post qualification experience in automotive fire investigations (Bus specific will be advantageous)

I acknowledge that, in the event of any failure to provide the required resources, with the qualifications and experience listed above, within the prescribed time frames, the City may apply penalties in accordance to the penalty matrix.

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 54 of 66

TENDER NO: 305C/2022/23

TENDER DESCRIPTION: Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport

CONTRACT PERIOD: Date of commencement (not prior to 01 July 2024 to 30 June 2027)

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Professional Indemnity Insurance
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 Intellectual Property
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

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

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

15. Warranty

Not Applicable

Add to Clause 15.2:

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

16. Payment

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

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular

month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

a) Returnable Schedule 8 – Contract Price Adjustment.

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

- 17.5.1 Adjustment for variations in rates of exchange:

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

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

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

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision

to take out forward cover as described in sub-paragraph (e) below.

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

20. Subcontracts

Add the following after clause 20.1:

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

- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 The CCT shall be entitled to impose Penalties on the Contractor according to the Penalty Matrix and Performance Adjustments.
- 22.2 The CCT may, after consultation with the Contractor, publish amendments to the Penalty Matrix during the course of the Contract. The CCT shall be entitled to add infringements which attract Penalties to the Penalty Matrix by way of Service Notices and/or Protocols delivered to the Contractor in writing at least 30 Days before such additional infringement or category of infringement will become effective. The Service Notice/Protocol will stipulate the infringement, the category of infringement, where appropriate, the period for which the Penalty will be imposed (for example per Day or per occurrence) and the quantum of the applicable Penalty. The CCT shall not increase the quantum of any Penalty by more than 100% of the quantum of that Penalty at the Signature Date. In respect of any new Penalty which the CCT is entitled to introduce, the quantum of such Penalty will not be more than the quantum of any existing Penalty at the Signature Date, increased by 100%. In exercising its rights in terms of this clause, the CCT undertakes to act reasonably and will consider relevant factors such as the impact which the infringement will have on the Services, the image of the City and the safety of the general public.
- 22.3 The CCT shall submit a schedule of all recorded non-compliances to time frames listing all incidents for the previous Month recorded on Forcelink or such other software package as utilised by the CCT. The schedule will indicate the proposed penalties and the type of penalty according to the penalty matrix.
- 22.4 The Contractor shall within 21 Business Days from receiving the report, submit proof of any mitigating circumstances and evidence for all incidents where the Contractor is of the view that a penalty should not be applied together with a root cause analysis and preventative actions taken.
- 22.5 The CCT will schedule a meeting within 21 Business Days of the Contractor submitting its report where the Contractor will have a final opportunity to present reasons as to why penalties should not be applied and provide further evidence as required.
- 22.6 The CCT shall within 14 Business Days of the meeting inform the Contractor of its decision whether penalties will be imposed. This correspondence will take the form of a Penalty Notice.
- 22.7 The CCT may withdraw an infringement on sufficient proof or justification provided by the Contractor.
- 22.8 Penalties will stand unless withdrawn by the CCT.
- 22.9 The CCT will inform the Contractor by means of Penalty Notices of all penalties that stand. Such penalties shall be deducted from the Monthly Invoice following receipt of the Penalty Notices.

- 22.10 All Penalties as recorded in the Penalty Matrix shall automatically be imposed at 70% of the indicated Penalty. If the Contractor disputes a Penalty and the outcome of the dispute is in favour of the CCT, the remaining 30% of the Penalty shall be imposed.
- 22.11 Should the Contractor wish to dispute the imposition or amount of a particular Penalty, the Contractor shall be entitled, by notice to the CCT given within 10 Business Days of receipt of the Penalty Notice, do so in accordance to the dispute resolution provisions in the contract. The Contractor shall be required to provide evidence substantiating its claim.
- 22.12 Should the evidence be conclusive and accepted by the CCT, the Contractor shall reverse the penalty in question in the subsequent invoice.
- 22.13 Any Adjustments, Spot Penalties or Penalties shall not preclude the CCT from its other remedies provided for in terms of this Contract for breach or non-fulfilment by the Contractor of its obligations;
- 22.14 The CCT reserves the right, at its discretion, and with adequate justification or proof of extenuating circumstances supplied by the Contractor, to waive or reduce any Spot Penalty or Penalty or Adjustment.
- 22.15 All Penalties, including the Spot Penalty, expressed as a Rand value at the Commencement Date shall increase annually on the anniversary of the Commencement Date by the same percentage as the percentage increase in the CPI as applied to the Contract in terms of Clause 17 of the SCC.
- 22.16 In the event that the Contractor is aware that it has acted or failed to act in such a manner that the CCT would be entitled to impose Spot Penalties or Penalties or Adjustments in terms of this Contract ("failure"), the Contractor shall be entitled of its own accord to advise in writing the CCT of such failure, together with its undertaking to remedy the failure and the time period within which it will remedy such failure, and in such event the CCT may, in its discretion, waive all or a portion of such Spot Penalties or Penalties or Adjustments. Should the Contractor thereafter fail to remedy the failure within the time undertaken, the CCT shall be entitled to impose the Spot Penalties or Penalties or Adjustments, both in respect of the original failure and the subsequent non-compliance with the undertaking. In order for the Contractor to avail itself of the grace period referred to above, it shall be obliged to inform the CCT in writing of the failure within 5 Days of the failure having occurred.
- 22.17 Any underperformance not fully rectified by the Contractor timeously will affect further Penalties and Spot Penalties in subsequent Months.

Occurrence (Spot) Penalties

Definitions:

Occurrence: Every time the CCT becomes aware of a specific non-compliance or every time interval indicated in the schedule.

A penalty factor shall be applied to all penalties incurred as detailed in the penalty matrix. The penalty factor shall apply to all penalties, whether the penalty can be charged per occurrence or per time interval. Each time interval shall be deemed an occurrence in terms of the penalty factor.

The penalty as listed in the Penalty Matrix below shall apply to the first occurrence of the type of penalty in the particular Month. Every subsequent occurrence, irrespective of where on the system the transgression is incurred, shall be subject to the relevant factor.

The penalty factor shall reset to nil on the first Day of every Month.

Penalty Factor				
Occurrence	6th	11th	16th	21st
Factor	X2	X4	X8	X15

Description of Penalty	Penalty
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Description of Penalty	Penalty
<p>1. Conduct that places the Urban Mobility image in disrepute.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Uniforms incomplete, dirty, not worn correctly. b. No ID Tag visible; c. Personnel loitering; d. Personnel under the influence of alcohol or any other intoxicating substances; e. Personnel sleeping or appearing unfit for duty; f. Any other conduct that impacts negatively on the image of Urban Mobility including but not limited to rudeness, fighting, swearing, noisiness (including playing music through radios, music players, cellular phones etc.) <p>The CCT may also require that personnel guilty of this kind of offence are replaced with immediate effect, either temporarily or permanently.</p> <p>This penalty may be charged per occurrence.</p>	<p>R 750.00</p>
<p>2. Failure to comply with national, local and departmental laws, regulations, rules, protocols and any reasonable instructions from an authorized CCT representative.</p> <p>Example:</p> <ul style="list-style-type: none"> a. OHASA Agreement not updated with change of Responsible Person; b. Unauthorised use of bus lanes; c. Not adhering to MyCiTi Rules; d. Unsafe working practices; e. Personnel guilty of aiding or abetting fraud. <p>These penalties do not substitute or absolve the Contractor from any punitive measures that may follow in terms of the relevant legislation applicable to the offence.</p> <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>
<p>3. Failure to provide services to the expected levels of service or standards as provided for in the contract or through service notices and protocols.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Meetings not taking place; b. Reports, minutes or any other required documentation not submitted as agreed; c. Poor execution of services; d. Incorrect placement of staff in respect of quantity/qualifications/training/skill/aptitude; e. Services executed to sub-standard quality; <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>
<p>4. Non-compliance with any aspect of the contractual obligations.</p> <p>Example:</p> <ul style="list-style-type: none"> a. Inaccurate or falsified reports on operational activities; b. Inspections and monitoring functions not taking place as agreed or rostered; c. Failure to keep record of operational activities and lack of proof; <p>This penalty may be charged per occurrence.</p>	<p>R1 500.00</p>

Notes:

1. The CCT reserves the right to continue issuing penalties for the same non-compliance in accordance to the time intervals indicated in the penalty.
2. Where more than one penalty could apply to the same breach, the CCT may issue the highest penalty applicable. It will not issue penalties cumulatively, unless this clearly relates to a separate breach, or unless this schedule specifically provides for cumulative penalties

All penalties are in addition to other appropriate measures permitted in the contract. For example, Penalty 3, where fewer members of staff are supplied than tendered / agreed the penalty may be issued in addition to the required reduction of contract fees due to the non-provision of staff.

22.18. Performance Adjustments

22.18.1. The Contractor shall be required to undertake an evaluation of its own performance every Month according to the performance criteria, requirements and standards set out in the Performance Evaluation Matrix (Refer to Clause 13.22), the details of which will be in the Monthly Performance Report (Refer to Clause 13.22.1). The results of the Performance Evaluation shall be included in the Monthly Invoice Report.

22.18.2. The purpose of the Performance Evaluation is to incentivise the Contractor to render performance of the Services at a consistently high standard. The Contractor shall apply the Performance Evaluation score in respect of the previous Month to 5% of the Monthly Invoice as set out in the table below. The CCT will assess the Contractor's Performance Evaluation and will notify the Contractor of any adjustments to be made to its scoring and Payment ("Adjustments").

Performance Evaluation Score	% of the 5% reduction regarding Performance Evaluation
95 – 100%	0%
91 – 94.99%	25%
81 – 90.99%	50%
70 – 80.99%	75%
Below 70%	100%

22.18.3. The amounts payable to the Contractor in respect of the relevant Month shall be reduced in accordance with any adjustments made by the CCT based on the table above and the Contractor shall be required to provide an adjusted Invoice in order to be paid.

22.18.4. The Contractor shall, as soon as possible after the Effective Date, meet with CCT to confirm and refine the Performance Evaluation Matrix (refer to Clause 13.22) and Performance Evaluation Procedure (PEP) through which its Performance Evaluation scores will be determined. **The formulae and criteria shall be developed by the CCT and refined and agreed with the Contractor and shall include protocols for observations made by CCT's monitoring teams and others to be recorded in Forcelink or such other software package.**

22.18.5. In this regard, the Contractor shall, within 1 Month after the Commencement Date, following agreement of the KPI's (As per Clause 13.22), submit a first draft of the Performance Evaluation Matrix and PEP to the CCT, and shall immediately commence its performance evaluation, as required in terms of clause 22.18.1, utilising such draft as a working model to evaluate its performance, (which draft will either be approved by the CCT, or the CCT will require amendments to such draft, as set out in clause 22.18.8). The CCT will be entitled to reduce the amount payable to the Contractor based on its performance evaluation score for the second and subsequent months.

22.18.6. If the Contractor does not submit a draft PEP for approval by the CCT, or fails to implement a PEP that has been approved by the CCT:

22.18.6.1. the CCT shall be entitled, to deduct the portion of the 5% per Month indicated in the table below, until the Contractor has implemented the CCT approved PEP and Performance Evaluation Matrix;

Months since Commencement Date	% Deduction of 5% of the monthly management fee
Over 3 up to 4 months	25%
Over 4 up to 5 months	50%
Over 5 up to 6 months	100%

22.18.6.2. after 6 Months following the Commencement Date, the Contractor shall be in breach of this Contract and the provisions for breach shall come into effect.

- 22.18.7. The CCT may refuse to accept the PEP and Performance Evaluation Matrix on reasonable grounds and such refusal shall in no way affect the CCT's right to implement the provisions of clause 18.6.
- 22.18.8. At any time after acceptance by the CCT of the draft or an amended PEP submitted by the Contractor, the CCT may on reasonable grounds:
- 22.18.8.1. amend the Performance Evaluation Matrix; and/or
- 22.18.8.2. require the Contractor to amend the PEP, as set out in clause 22.18.9.
- 22.18.9. The Contractor shall submit an amended PEP for approval by the CCT within one Month ("the Initial Month") after a request for amendment to the PEP has been submitted to the Contractor.
- 22.18.10. Should the Contractor fail to submit an amended PEP to the CCT within the Initial Month, or if the Contractor has submitted an amended PEP, which has been approved by the CCT, but the Contractor fails to implement such approved amended PEP within one Month of its approval by the CCT, then the CCT shall be entitled to deduct the portion of the 5% per Month indicated in the table below, until the PEP has been submitted and approved by the CCT and the Contractor has implemented the CCT approved PEP provided that any period that the amended PEP is lying with the CCT for approval shall be disregarded for purposes of calculating the number of Days adding up to a Month that the amended PEP is not implemented. Where an amended PEP is submitted to the CCT for approval but is rejected by the CCT, or if the CCT requires further amendments to such document, the additional period until the PEP is approved shall be counted for purposes of the Penalty below (excluding any period that the amended PEP proposed by the Contractor is lying with the CCT for approval).
- 22.18.11. The amount to be deducted as aforesaid is **in addition** to the % of the 5% which is deducted due to **inadequate performance** in terms of the PEP as had been approved by the CCT at that stage:

Months since CCT's requirement to amend PEP or failure to implement amended PEP	% Deduction of 5% of the monthly management fee
1	0%
2	10%
3	30%
4	50%
5	75%
6	100%

- 22.18.12. The Contractor shall retain and have available for inspection by the CCT all documents which support its own Performance Evaluation. Failure to have documents available may result in a Spot Penalty as contemplated in clause 22.18.13.
- 22.18.13. Should the CCT in its discretion reasonably assess that the Contractor has overrated its performance for any 2 consecutive Months or any three Months in a 12 Month period by more than 5%, the CCT shall be entitled to impose a spot penalty of R 50 000 which the CCT shall be entitled to deduct from the Monthly Invoice ("Spot Penalty"). The CCT shall, where it has imposed a Spot Penalty, provide its own written assessment of the Contractor's performance for the relevant Months. In performing such assessment, the CCT shall not be required to focus on all the items in this clause 22.18, to conclude that the Contractor has overrated its performance by more than 5% and therefore apply the Spot Penalty.
- 22.18.14. Based on the CCT's evaluation of the Contractors performance, a higher deduction may apply in terms of clause 22.18.2 and the CCT may recoup this additional deduction as provided in clause 22.18.5.
- The Contractor may dispute any adjustments in terms of the provisions of the Contract.

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 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, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

Not Applicable

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not Applicable

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Act 85 of 1993 and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Act 85 of 1993.

Signed at on the day of 20....

Witness

Mandatar

Signed at on the day of 20

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 305C/2022/23

TENDER DESCRIPTION: Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, Public Transport Contracts and Facilities on behalf of Public Transport

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**13.1 OBJECTIVE**

It is the Employer's objective to ensure that it delivers an efficient and reliable public transport system in a safe and clean environment to its commuters. A service provider is therefore sought to observe, report and make recommendations on the performance of accessible public transport vehicle operators and all contracts emanating from the Public Transport Operations Department.

13.2 DESCRIPTION OF THE SERVICE REQUIRED

The service provider is required to:

- i. Monitor and report on the performance of Accessible Public Transport Service Providers, Vehicle Operating Companies and the various other contractors providing services within the Public Transport Operations Department.
- ii. Monitor and report on the performance of service contracts and contractors in the Public Transport Facilities environment. This includes technical assessments, recommendations and compliance checks for minor maintenance works.
- iii. Project Management Services
- iv. Undertake audits and surveys of various aspects of the service and its contracts
- v. Data Collection Services
- vi. Monitoring and Quality Control
- vii. Perform audits and verification of documentation submitted to the City of Cape Town

13.3 PERSONNEL REQUIREMENTS AND GENERAL DESCRIPTION OF DUTIES

The personnel resources and general description of duties are outlined below: The required key personnel are to commence their duties within two weeks of the commencement of the date of the contract. Thereafter, any additional personnel requested are to commence duties within two weeks of the notification of the request by the City to the Service Provider.

Unless otherwise stated, Personnel will be expected to be based in Cape Town as per the exigencies of the project. If an office is not established at the time of tender, then the office is required to be established within 30 days upon contract commencement.

The City reserves the right to request detailed CV's and copies of qualifications of any existing or proposed personnel working on this contract. Such documentation shall be provided to the City within two (2) Business Days of receiving a written request to do so.

13.4 KEY PERSONNEL**13.4.1 SENIOR PROJECT MANAGER**

The Senior Project Manager is responsible for overseeing the operations of all individual projects within the tender. The individual must ensure that they coordinate time, budget, and resources to complete work within program guidelines, and report to the City on progress and any changes made to the initial project plan. The Senior Project Manager shall plan, organize, lead and control all projects efficiently and effectively. The Senior Project Manager need not be based in Cape Town but will be required to be available as per the exigencies of the contract.

The Senior Project Manager shall:

- a. Maintain oversight in terms of Co-ordination and conducting of research and surveys as and when required to do so
- b. Manage and Co-ordinate all programs and associated projects
- c. Plan and execute all programs and associated projects
- d. Acknowledge and sign off on all deliverables prior to submission to the Employer.
- e. Ensure that all relevant information including reports required by the employer is forwarded in accordance with the formalities prescribed in this tender.
- f. Maintain over-all oversight of all deliverables prescribed in the specifications and as such retain accountability for all programs and associated projects.
- g. Sign off, agree and authorise all work briefs emanating from the specifications and identified projects.

13.4.2 PROJECT MANAGER

The Project Manager is responsible for the delivery of the assigned project in accordance with the requirements of the contract. Furthermore, the Project Manager is responsible for the facilitation of the

administration, management (work procedures and personnel) and the quality of the project by the supplier. The Project Manager need not be permanently based in Cape Town but will be required to be available as per the exigencies of the project.

The Project Manager shall:

- a) Provide support and assistance to the Senior Project Manager.
- b) Plan and execute all projects.
- c) Manage and Co-ordinate all projects
- d) Co-ordinate and conduct research and surveys as and when required to so
- e) Facilitate the identification of corrective actions for implementation by line departments where required
- f) Identify risks and propose risk management measures
- g) Collation and reporting on identified corrective actions
- h) Conduct audits of claims and payments. Verify and confirm that all claims for payments submitted by service providers are correct and that all required documentation in support of the payment claim is checked and verified before submission to the City.
- i) Ensure that all relevant information including reports required by the employer is forwarded in accordance with the formalities prescribed in this tender.
- j) Prepare and present monthly reports and a summary of outputs on all key deliverables
- k) Prepare and present quarterly reports which must include the following amongst other:
 - I. a summary and analysis of the outputs;
 - II. lessons learnt in terms of the monitoring functions;
 - III. recommendations for corrective action;
 - IV. risk identification and mitigation
 - V. identification, analysis and recommendation of alternative solutions for operating services and the monitoring of contracts
- l) Analyse and make recommendations for the improvement of services
- m) Prepare a consolidated report of the outputs and deliverables at the end of each individual project and contract (Close-out Report)

13.4.3 PROJECT ADMINISTRATOR

The Project Administrator is responsible for the day-to-day administration of the project/s. The individual assists with the preparation, reporting and analysis of projects under the supervision of the project manager by performing all administrative tasks required for the smooth operation of the project deliverables.

The Project Administrator shall:

- a) Provide Administrative support to the Project Manager and the entire project team
- b) Prepare presentations
- c) Arrange, co-ordinate, chair and participate in all meetings related to the service including:
 - I. Weekly Meetings
 - II. Monthly Site Meetings
 - III. Performance and Review Meetings
 - IV. Ad-Hoc Meetings
- d) Analyse and submit survey results
- e) Consolidate and prepare reports of identified infringements and penalties
- f) Prepare all relevant information including reports required by the employer in accordance with the formalities prescribed in this tender.
- g) Assist with the preparation and presentation of monthly reports and summary of outputs on all key deliverables
- h) Assist with preparation and presentation of quarterly reports
- i) Assist with preparation and presentation of close-out reports.
- j) Maintain budget control for overall projects, provide cost projections and monitoring monthly deliverables in accordance with cost projections.

13.5 ADDITIONAL AND SUPPORT PERSONNEL

13.5.1 TECHNICAL PERSONNEL

Maintenance work at Public Transport Facilities and station, Depots and Staging Areas will be carried out for the duration of this contract. For this purpose, key technical personnel will be required for the monitoring, supervision and to act on behalf of the City when required to do so including the quality control and signing off of such works. Envisaged works will entail electrical, building and civil works. The technical team will be required to perform compliance, condition and maintenance inspections that will inform tenders and RFQ's as well as perform a broad range of administrative and technical tasks related to the monitoring function by applying specialised technical knowledge.

- a) Technical Personnel resources required include:
 - I. Civil Engineering Technologist
 - II. Structural Engineering Technologist

- III. Building Technologist 96
- IV. Electrical Engineering Technologist
- V. Lift Inspector
- VI. Traffic Engineer
- VII. Fire Investigation Practitioner
- b) Required to perform compliance, condition and maintenance inspections.
- c) Prepare condition assessment reports and assist with the compilation of specifications in preparation for tender, RFQ and RFP documentation.
- d) Advise on costs associated with repair works (bill of quantities)
- e) Lift Inspectors will be required to:
 - I. Conduct annual equipment surveys
 - II. Conduct regular compliance inspections as per the OHS Act of 1993
 - III. Identify repairs and maintenance and institute recommendations for corrective action
 - IV. Conduct safety audits and accident and incident investigation
 - V. Prepare condition assessment reports and assist with the compilation of specifications in preparation for tender, RFQ and RFP documentation
 - VI. The above inspections apply to wheelchair lifts fitted to vehicles to aid access.
- f) Traffic Engineers services are required to undertake various traffic engineering investigations:
 - I. Preparing area traffic management plans
 - II. Addressing and analyzing issues such as traffic congestion and traffic calming and making recommendations.
 - III. Evaluation of efficiency of existing road markings, road traffic signs and signals and recommendations of the full range of new road markings, road traffic signs as well as the need for new traffic signals
- g) Fire Investigation Practitioners are required to undertake fire investigations to determine the cause and source of fires, predominantly on vehicles and prepare detailed reports.
- h) The Technical Personnel shall prepare and submit a sufficiently detailed report. All reports should adhere to the City of Cape Town/Transport templates, and must display the most recent City of Cape Town logo and Employer's details.
- i) In some instances, investigations will be followed by a preliminary design, be required to undertake detailed design and prepare tender documentation.
- j) Required to perform a broad range of administrative and technical tasks related to the monitoring function by applying specialised technical knowledge
- k) Technical Personnel will be required to be neatly dressed in prescribed uniforms at all times (to be supplied and paid for by Monitoring Firm) and to carry applicable identification
- l) Technical Personnel are to be in possession of digital cameras or smart phones with the capability to produce high quality images and video in order to photograph activity and substantiate evidence where required
- m) Technical Personnel are to be in possession of internet enabled smart phones in order to communicate with City Officials in the execution of their duties
- n) Technical monitors will be required to adhere to the City of Cape Town's rules and Standard Operating Protocols as determined by the City from time to time.
- o) Required to work outside normal working hours and in all weather conditions

13.5.2 FLEET OFFICERS

- a) Ensure regular inspection of vehicles.
- b) Co-ordinates the maintenance activities associated with the vehicle fleet
- c) Monitors work in progress and the completion of specialized service tasks
- d) Monitors activities associated with the mechanical maintenance and repair of all passenger, light & heavy commercial vehicles,
- e) Fault diagnosis, root cause analysis, monitoring the work quality and performance outputs
- f) Attending to routine investigations and general administrative recording requirements contributing to the accomplishment of the City's objectives, and ensuring that the Fleet Management goals are materialized.
- g) Check ISO compliance
- h) Check incident and accident history and follow ups
- i) Follow up on claims and defects
- j) Monitoring fleet utilisation, misuse and abuse
- k) Accident investigations and insurance claims
- l) Fleet Officers will be required to be neatly dressed in full prescribed uniforms at all times (to be supplied and paid for by Monitoring Firm) and to carry applicable identification
- m) Fleet Officers are to be in possession of digital cameras in order to photograph activity and substantiate evidence where required
- n) Fleet Officers will be required to adhere to the City of Cape Town's rules and Standard Operating Protocols as determined by the City from time to time.

It is a requirement of the tender that the Fleet Officer is based in Cape Town

13.5.1 ADMINISTRATOR

The Administrator provides office and administrative support to the project team.

- a) Provide support function to Project Administrator
- b) Co-ordinate and control administrative functionality
- c) Attend to the implementation of project aligned procedures, systems and controls
- d) Facilitate and support the recording, updating and circulation of information from the monitors with regards to the various activities.
- e) Monitor the consolidation, processing and presentation of information.
- f) Maintain information and records detailing monitoring activities to support operational planning as well as supporting the operational outputs.
- g) Generate reports from information received from the monitors.
- h) Ensure accurate records management
- i) Participate in all meetings and provide minutes of such meetings
- j) The Administrator must:
 - be in possession of a NQF Level 4 or Matric Certificate
 - Have at least 5 (Five) years verifiable experience in administration which includes data processing, basic word processing and collation and analysis of information, records management, compile and maintain databases and attention to detail
 - CV's to be provided in the prescribed format

13.5.2 CLERICAL PERSONNEL

- a) Perform a broad range of clerical tasks related to and supporting operational outputs which includes but is not limited to:
 - VII. Capturing and extracting information
 - VIII. Tracking Progress, maintaining data and updating records
 - IX. Checking the accuracy of details recorded on transactional documentation and correcting inaccuracies.
 - X. iv. Supporting the accomplishment of specific deadlines, requirements and outputs.
 - XI. v. Assist with the investigation and resolving of routine and non-routine enquiries and complaints
 - XII. vi. Data collection, extraction, analysis and entry
 - XIII. vii. Filing, organizing and related work.
- b) Clerical Personnel must:
 - be in possession of a NQF Level 4 or Matric Certificate
 - have at least a minimum of 2 (two) years' clerical experience which includes data processing, basic word processing and collation and analysis of information, records management, compile and maintain databases, be computer literate, competent in written and spoken English
 - CV's to be provided in the prescribed format

13.5.3 GENERAL MONITORS

- a) General monitors are required to perform regular observation and record activities taking place on the project/s (Observe, record, report)
- b) Required to monitor, analyse, respond (within specified timeframes) and make recommendations
- c) Monitors are required to be neatly dressed in full prescribed uniforms at all times (to be supplied and paid for by Monitoring Firm) and to carry applicable identification. No branding except official City of Cape Town branding.
- d) Monitors are to be in possession of digital cameras or smart phones with the capability to produce high quality images and video in order to photograph activity and substantiate evidence where required
- e) Monitors are to be in possession of internet enabled smart phones in order to communicate with City Officials whilst on board the buses or stations.
- f) Monitors will be required to adhere to the City of Cape Town's rules and Standard Operating Protocols as determined by the City from time to time.
- g) Required to work outside normal working hours and in all weather conditions
- h) The Monitoring complement must include a Complaints Monitor and No Show and Cancellations Monitor.
- i) Monitors must:
 - be in possession of a NQF Level 4 or Matric Certificate
 - be computer literate, competent in written and spoken English In addition to the above:
 - No-show and cancellation monitors must have proven Call Centre Experience, have at least a minimum of 2 (two) years' experience in administration, and data analysis. No-

show and cancellation Monitors will be required to record, investigate and liaise directly with the offenders. Have good writing skills.

- OHS monitors must have attended a professional training course in Occupational Health and Safety Management, have at least a minimum of 3 (three) years' proven experience in the OHS industry
- CV's to be provided in the prescribed format

Please note that all Curriculum Vitae's must clearly indicate the following information:

- a) Name of Support Personnel and role that will be fulfilled in terms of this tender.
- b) Qualifications
- c) Description and dates of proven experience
 - I. Title and description of project
 - II. Start and end date of each project (Stipulate the day, month and year – DD/MM/YYYY)
 - III. Client name and contact details
 - IV. Include copies of qualifications

13.6 MONITORING FUNCTION

The City of Cape Town will provide the successful bidder with all the available information it has at its disposal in order to assist with the effective and efficient delivery of the project. All monitoring functions should thus be carried out with reference to and in accordance with all current and relevant contracts and tenders. Specific reference is made to the following monitoring functions but is not limited to:

13.7 DIAL-A-RIDE

13.7.1 Driver Behaviour

- a) Be in possession on a valid Drivers License at all times
- b) Be in possession of a Professional Drivers Permit (PDP)
- c) Driver Behaviour – Conduct, Interaction with passengers (whether polite, friendly and courteous)
- d) Courteousness to other road users
- e) Be easily identified – Identification labels and name tags
- f) Appearance – cleanliness, condition of uniform
- g) Ensure that drivers issue a cash ticket for every fare paid

13.7.2 On Route Monitoring

- a) Check time keeping
- b) Check departure and arrival times against waybills
- c) Check compliance with window period
- d) Check whether passenger/driver communication device is within easy reach of every passenger
- e) Conduct extensive interviews with passengers on all aspects of the service
- f) Monitor passenger behaviour
- g) Check that all passengers have paid for the trip

13.7.3 Vehicle Monitoring

Verify that all vehicles comply with the required specifications of the DAR Contract

Confirm vehicle maintenance programs for compliance with the contract specifications including but not limited to these functions:

- a) Check if all vehicles are insured as per contract.
- b) Provision of all standard accessories such as tool kit, spare wheel, first aid kit, 2 x fire extinguishers (1kg BCF), reversing bleeper, and axe.
- c) Maintenance of vehicles in strict accordance with the manufacturer's recommendations
- d) Cleanliness and overall state of vehicle
- e) Check that all required equipment on board are operational
- f) Check if all vehicles are fitted with cameras
- g) State of equipment, number and condition of passenger and wheelchair restrain and hand grasps.
- h) Check if lifts are serviced regularly in accordance with the manufacturer's recommendations and are without defects at all times.
- i) Check if fleet monitoring system and radio communication system between the vehicle and the depot are operational at all times
- j) Check if all vehicles have valid operating licenses, keep record of expiry date and follow up.
- k) Check if all vehicles are fitted with fare collection equipment / a mobile cash-ticket issuing machine (CTIM).
- l) Ensure that Driver records the kilometres at the start and at the end of the trip.
- m) Check that service provider is operating in accordance with issued protocols and standard operating procedures

13.7.4 Signage

Check that the following information is displayed on all vehicles:

- a) Name and contact details of the Operator
- b) Employer's call centre number
- c) Fleet number of the vehicle (to be displayed at the front and rear of the vehicle)
- d) Passenger capacity (maximum seated/wheelchairs)
- e) Instructions for operating the lift and maximum permissible weight
- f) Rules of carriage of passengers and drivers to be displayed.
- g) Non-smoking signs
- h) Instructions explaining how to secure and release the passenger and wheelchair restraint systems
- i) Passenger Charter – It is important that the monitors have a clear understanding of the passenger charter. Monitors must check that the charter is clearly displayed in each and every vehicle.
- j) Any other signage required to be displayed as instructed by the City to the supplier

13.7.5 Data Management

- a) Check if all passengers are registered with CoCT and is in possession of a registration number
- b) Keep a record of all passengers that have ceased using the service and forward the list to the employer on a monthly basis.
- c) Keep record and inform the City of persons who have not used the service within 7 days
- d) Keep record and inform the City of persons changing from regular to ad-hoc
- e) Full passenger information to appear on the waybill (Name surname, address, phone numbers, mobility aid, drop off address, pick up and drop off times).

13.7.6 No Shows and late cancellations

(No show and Cancellation Monitor)

- a) Record and report all missed trips (failure to pick up, cancellations and no-shows) on a daily basis
- b) Ensure that failure to pick up and cancellations is not recorded as a no-show

13.7.7 Call Centre Monitoring

- a) Monitor Call Centre during operational Hours - Call Centre operating hours shall be from 05:00 to 22:00, seven days a week
- b) Observe and record scheduling procedures.
- c) Check time taken to answer calls for travel requests, complaints and the manner in which these calls are answered
- d) Check if daily scheduling of trips is done efficiently during peak and off peak periods.
- e) Check if all passengers on the waybills are registered with the employer
- f) Check if radio Communication and Fleet Monitoring equipment systems are in working condition
- g) Monitor and record the number of staff members on duty over a period of a week.

13.7.8 Complaints

(Complaints Monitor)

- a) Record, investigate and analyse all complaints received by the employer
- b) Monitor and respond to all complaints within the specified timeframes
- d) Ensure that the operator responds to complaints within the specified time period (48 hours)
- e) Make recommendations in terms of investigations and responses to complaints

13.7.9 Bookings and Scheduling

- a) Ensure that bookings are done through the call centre
- b) Ensure that no driver is allowed to take bookings and schedule trips for users.

13.8 PUBLIC TRANSPORT FACILITIES

All monitoring functions are to be carried out with reference to and in accordance with the current and relevant contracts and tenders. The monitoring company will be required to:

- i. Visit the facilities at least once per week, on different days of the week
- ii. Where there are 24 hour services, monitor facilities during the night shift as well
- iii. Record, observe and report on all non-compliances, infringements and penalties.

13.8.1 Cleaning Services

Specific reference is made to the following monitoring functions but is not limited to:

- a. Report on non-compliances, infringements and penalties
- b. Check specifications are adhered to (KPI's)
- c. Check attendance registers – Required staff including supervisor are on duty

- d. Uniform and Personal Protective Clothing– Check the availability, condition, uniformity
- e. Chemicals - Check if there are chemicals on site as specified in the contract as well as frequency of delivery
- f. Equipment - Check if all required Equipment is on site as per the contract, specifically the availability and condition
- g. Status quo of site in terms of cleaning – General observation of the state of cleanliness (visual and odour control)
- h. Cleaners area/store rooms clean and sanitary

13.8.2 Security Services

Specific reference is made to the following monitoring functions but is not limited to:

- a) Check if day and night shifts contract specifications are adhered to
- b) Check that proper hand over procedures have been adhered to
- c) Check if occurrence book entries are in order
- d) Report on non-compliances and observe Penalties
- e) Check attendance registers / Drop Sheets and Stat Sheets
- f) Check that the correct number of staff is on duty and posted correctly
- g) Check if Grades on site are as per the contract specification
- h) Check if guards have all the equipment and are in full uniform
- i) Monitor, observe and report applicable infringements and penalties

13.8.3 Repairs and Maintenance / Special Projects and OHS

- a) Identify and report all defects to the Site Superintendent
- b) Check whether there have been any lift/elevator breakdowns
- c) Check that there is a valid Lift Inspection Certificate in place
- d) Check that relevant lift services have taken place, record the date of service
- e) Suitably qualified Technical Staff will be required to monitor projects and services of a technical nature.
 - i. Monitor progress of the projects and services in terms of the relevant specifications
 - ii. Perform quality checks and sign off ensuring that it has been carried out as per specification
- f) Perform Condition assessments and prepare specifications in preparation for tender documentation.

13.8.4 General Services and contracts

- a) Sanitary Bins – Check physical quantity, cleanliness and condition. Check date of service and corresponding OB number, number of bins serviced and any status quo remarks after service. Check whether there are any missing bins.
- b) Portable toilets – Check physical quantity, cleanliness, condition. Check date of service and corresponding OB number, number of bins serviced and any status quo remarks after service. Check whether there are any missing toilets.
- c) Fumigation – Check date of service in the OB, and corresponding OB number
- d) Fire Extinguishers – Check quantity, type, date of next service, full or empty (used)
- e) Fire Hose reels – Condition
- f) Horticultural Services – State of horticultural services – bushes, shrubbery, cleanliness and irrigation (where applicable)
- g) Refuse Bins (240l) – Check cleanliness, quantity, condition, storage method efficiency

13.8.5 Conduct various surveys, inspections and audits

- a) Collating data using survey impacts sheets
- b) Conducting inspections, audits and recording survey information
- c) Analysing and reporting data to relevant supervisor
- d) Gather information which can be used to implement best practices

13.8.6 Meter Numbers (Electrical and Water) 101

- a) Check and report leakages
- b) Check and report loose electric wires, covers and lids
- c) Record Meter numbers and readings when requested to do so
- d) Audit and survey meters when required to do so

13.8.7 Capturing and Collation of Data

- a) Capture transgressions in an approved database and/or system as approved by Facilities Management
- b) All captured information recorded to be sent to the City

13.9 MYCITI STATION MANAGEMENT

The monitoring contractor is required to conduct various IRT related inspections by:

- a) Visiting sites and recording information on inspection sheets as instructed.
- b) Collating relevant information and reporting findings
- c) Recording observations of pre-determined natural and /or process criteria at stipulated intervals
- d) In order to ensure that line management can optimally and economically exercise and maintain control

13.9.1 Station Inspections – Functional Areas

- a) Grounds and Surrounds - Check if station is clean and tidy (Horticultural Area)
- b) Glass – Check for any damage to glass, cracks, windows cleanliness
- c) Lights and Electrical - Check all light bulbs
- d) Sliding Doors – Check Doors and remotes
- e) Cleaning – Check if the station is clean
- f) Roller Shutter Doors – Check for salt residue on roller shutter doors
- g) Fire Equipment – Check Inspection sticker within service date
- h) Kiosk Equipment & Stock – Check whether kiosks have enough stock
- i) Radios – Check whether the radio is in working order and fully charged
- j) Uniform & Name Tags – Check whether all staff are wearing uniforms and nametags and
- k) Check security Grade is in line with prescribed grades
- l) Check that the Tendered Staff Designation & Complement is in line with the Actual Staff Designation & Complement on all stations
- m) Record Inspector Card No
- n) Station Intercom - Check if intercom is working
- o) Hand Held validator - Count the number of validators and check whether it is fully charged on the station.
- p) First Aider - Record staff who has First Aid training
- q) Fire Marshall - Record staff who has Fire Marshall training
- r) Other - Make a note of any item that you may wish to bring to the attention of the City that is not listed on the prescribed form

13.9.2 Occupational Health and Safety Monitoring

- a) Check Evacuation signage and routes to areas where passengers are protected from traffic
- b) Check emergency procedures displayed on station, list of emergency contact numbers displayed
- c) Check Fire panel and PA system
- d) Record staff trained to assist disabled passengers during an evacuation, trained on emergency procedures, Fire marshal and First Aid
- e) Check First Aid box
- f) Check Fire Fighting - Sufficient firefighting equipment – extinguishers, hydrants, and hose reels, sprinklers etc.
- g) Check that equipment is in good working condition, no cleaning equipment to be stored in
- h) fire cupboard, fire cabinet key available
- i) Equipment in good working order, pressurized, sealed, no rust or corrosion
- j) Equipment with service date - inspection stickers and signage clearly displayed
- k) General – station clean and tidy
- l) Walkways safe, no trip hazards no obstructions
- m) Ramps and platform edges fitted with rails partition or doors all in good condition.
- n) Overhead structure in good condition.
- o) Lighting, toilet, security alert.
- p) Station doors automatic opening systems synchronized with bus doors and in good working condition.
- q) Door override key, remote available
- r) Door warning signage clearly displayed. 102
- s) Electrical installation.
- t) Safe electrical installations and appliances, no exposed electrical wires, no extensions lead running through the public areas, no unauthorized temporary wiring.
- u) Pedestrian routes around the stations. Clearly demarcated and signposted.
- v) No jaywalking, tactile floor tiles for visually impaired passengers in good condition, audible pedestrian crossing alarm functioning properly.

13.9.3 Other

- a) Capture transgressions on Force link
- b) All captured information recorded to be sent to the City

13.9.4 Conduct various IRT surveys

- a) Collating data using survey impacts sheets
- b) Visiting sites and recording survey information
- c) Reporting findings to relevant supervisor
- d) Gather information which can be used to implement best practices

13.10 MYCITI SHELTER MANAGEMENT

13.10.1 The monitoring contractor is required to conduct various IRT related inspections by:

- a) Visiting sites and recording information on inspection sheets on a weekly basis as instructed
- b) Collating relevant information and reporting findings
- c) Recording observations of pre-determined natural and /or process criteria at stipulated intervals
- d) In order to ensure that line management can optimally and economically exercise and maintain control

13.10.2 Bus Shelter/stop Inspections – Functional Areas

- a) Inspect the structure for any damages due to Vandalism, accident, etc
- b) Inspect the cleanliness of the shelter, incl. paving
- c) Inspect the advertising, making sure of the advertising campaign
- d) Inspect the signage, making sure it is the updated timetable, system map and correct way finding signage

13.10.2.1 Itemised Inspection Areas

13.10.2.1.1 Cleaning inspection requirements

- a) Check for graffiti
- b) Check whether the area has been sanitised
- c) Check whether weeding and/or sweeping of the area s been done
- d) Check that litter has been removed

13.10.2.1.2 Maintenance inspection requirements

- a) Windows
- b) Window frame
- c) Totem flag
- d) Mafia box
- e) Route info. Perspex
- f) Route description Perspex
- g) Advertising Perspex
- h) Advertising frame
- i) Grey back panel
- j) Cover plate
- k) Paint
- l) Lights
- m) Paving
- n) MyCITI logo
- o) Route code
- p) Blue vinyl
- q) Stop name on roof and totem
- r) Timetable and timetable poster
- s) System map
- t) Advertising inner
- u) Advertising outer 103

13.11 MYCITI BUS SERVICES

MyCiti services are contracted out to independent Vehicle Operating Companies (VOC's) who are required to operate the services as specified in their contracts. Monitoring functions are required to ensure contract compliance. Specific reference is made to the following monitoring functions but is not limited to.

13.11.1 On Route Monitoring – Driver Behaviour and Route Monitoring Check that the driver:

- a) operates along the authorised route or portion of the authorised route as per the route description
- b) does not leave the vehicle unattended without cause or authority, between 15 and 30 minutes
- c) does not leave the vehicle unattended without cause or authority, for more than 30 minutes
- d) does not stop at an undesignated stop to pick up or set down passengers, or stops within 20 metres of a stop if the bus stop is obstructed.
- e) does not fail to stop at designated (unobstructed) bus stops to pick up or set down a passenger wishing to disembark

- f) transports a passenger unless the passenger fails to comply with MyCiTi rules
- g) operates and completes a scheduled trip
- h) does not depart more than 5 minutes late from a timing point on a dedicated bus lane or at a starting point on routes in mixed traffic
- i) does not depart more than 10 minutes late from a Timing Point
- j) does not depart prior to the time specified in the Timetable from Timing Points
- k) is wearing the full prescribed Uniform
- l) is in possession and is displaying their MyCiTi identification
- m) is in possession of his/her valid driver's license/ PrDP (the driver should have it in his possession at all times)
- n) does not use unauthorised music/electronic equipment (e.g. iPods, cell phones, earphones etc.) while on a scheduled trip
- o) does not use rude and abusive or threatening language or behaviour while on duty
- p) does not make sexually suggestive comments and/ or gestures towards any person while in a public place
- q) does not stop or dock in a manner which makes passenger access difficult provided that the stop is not obstructed
- r) complies with the MyCiTi Rules
- s) does not negligently or intentionally cause damage to a Station, Stop, or other MyCiTi infrastructure or equipment
- t) does not physically abuse any person while on duty associated with MyCiTi Services

13.11.2 On Route Monitoring – VOC Check that the VOC does not:

- a) apply decoration, decorative article/ religious figure or symbol or non-functional material inside or outside the Vehicle
- b) place any advertising material/ poster/ stickers/ newspapers or similar items on the interior, exterior and/ or windows
- c) operate a vehicle with excessive levels of noise
- d) operate a vehicle with broken/ loose/ missing hand or roof grab rails
- e) operate a vehicle with loose or broken floor strips
- f) operate a vehicle with a seat which is torn or cut more than 1 cm in length, or with defective or damaged seats
- g) operate a vehicle with missing or torn passenger information posters/ stickers
- h) operate a vehicle with a defective or incorrectly set electronic destination display
- i) operate a vehicle with visible dents or damage, when leaving the depot
- j) alter the paintwork or visual appearance of the Vehicles

13.11.3 On Route Monitoring – Vehicle Monitoring Check that the driver

- a) does not operate a vehicle with broken or missing mirrors
- b) does not operate a vehicle with defective restraints for wheelchairs or seat parts where applicable
- c) does not operate a vehicle with defective windshield wipers
- d) does not operate a vehicle with visible body putty and/ or unpainted body panels on the interior or exterior
- e) does not park, stage or hold the vehicle at an unauthorised location
- f) Check that the driver does not operate a vehicle without vehicle body panels on the interior or exterior of a vehicle
- g) does not operate a vehicle with defective or malfunctioning headlights, rear lights, brake lights, indicators
- h) does not operate a vehicle with defective or malfunctioning interior lights
- i) does not operate a vehicle with malfunctioning AFC and APTMS equipment 104
- j) does not operate a vehicle with a fire extinguisher missing or beyond its service date
- k) does not operate a vehicle without the prescribed safety equipment (including a triangle)
- l) does not operate a vehicle with a malfunctioning vehicle door and/ or emergency exit
- m) does not start initiation of the vehicle and station doors closing sequence when it is not safe to do so
- n) does not operate a vehicle with broken or damaged windscreen affecting the drivers vision
- o) does not operate a vehicle with broken or damaged windows other than the windscreen
- p) does not operate a vehicle with an open door or a door that does not close properly.
- q) operates the automatic fare collection equipment and or the Control Centre equipment correctly
- r) does not intentionally permit passengers to board a vehicle without validating their ticket
- s) takes adequate steps to control access by passengers when required to do so
- t) complies with all applicable Legislation and or Bylaws logs on to the on-board driver display module with their correct PIN and or operates the driver display module correctly and or enters the correct route and block num
- u) does not operate a vehicle in contravention of a prohibition on the operation of such vehicle
- v) operates a vehicle that has a valid Certificate of Fitness

- w) operates a vehicle that has a valid Operating License

13.11.4 On Route Monitoring – Other

- a) Check that all passengers on board are in possession of a validated MyConnect Card (Hand held MyConnect validators will be supplied by the City in order for the monitors to perform this function)
- b) Inspections are to be recorded electronically and submitted daily in the prescribed format to the City
- c) Monitors will be required to adhere to MyCiTi rules and Standard Operating Protocols as determined by the City from time to time.

13.11.5 Technical Vehicle Monitoring

Technical Vehicle Monitoring takes place at MyCiTi depots, staging areas and the Dial-a-Ride Operator's premises. Fleet Officers are required to be suitably qualified to undertake Technical Vehicle Inspections.

When Inspecting the vehicles Technical Monitors will be required to check the following:

13.11.5.1 Mechanical Check (visual and spanner check)

- a) Check steering wheel universal joints and steering condition
- b) Check steering ball joints
- c) Check track and drag link ends and ball joints
- d) Check steering leaks and condition of oil.
- e) Check Front axle
- f) Check brakes on front axle
- g) Check Kingpins and wheel bearing on front axle.
- h) Check vehicle drive train (prop shafts security and play and gearbox)
- i) Check retarder and operation
- j) Check rear axle and rear axle brakes
- k) Check hand brake operation
- l) Check rear axle wheel bearings and king pins
- m) Check gearbox and oil leaks
- n) Check differential play and oil leaks
- o) Check air leaks
- p) Drain air tanks and check for water in system
- q) Check air system operation.
- r) Check air valves and drain valves
- s) Check 4-way protection valve
- t) Check air dryer operation
- u) Check brake booster's operation and travel
- v) Pressure test cooling system
- w) Check all oil and water levels
- x) Check brake pedal rubbers
- y) Check tyre condition
- z) Check and tighten wheel nuts and check wheel alignment

13.11.5.2 Electrical Check

- a) Check headlights, bright, brake and indicator lights
- b) Check destination display
- c) Check hooter and signals
- d) Check batteries
- e) Check ramp and door operation 105
- f) Check test rig door operation
- g) Check saloon lights
- h) Check microphone, speakers and CCTV operation
- i) Check auxiliary batteries
- j) Check wipers
- k) Check alternator operation
- l) Check fan belts condition
- m) Focus headlights

13.11.5.3 Body Check

- a) Check license disc
- b) Check bus operators permit
- c) Check all legislative documents
- d) Check weight and capacity information
- e) Check standing and seating passengers
- f) Check seat condition
- g) Check seat cushion condition
- h) Check seat belts.

- i) Check hand rails and door controls
- j) Check door linkages
- k) Check windows and windscreens
- l) Check chevrons and reflective tape
- m) Check mirrors interior and exterior
- n) Check vehicle numbers and applicable decals.
- o) Check ramp and door mechanism
- p) Check fire extinguishers
- q) Check emergency hammers
- r) Check emergency stickers

13.12 MYCITI DEPOTS AND STAGING AREAS

MyCiTi depots and staging areas are leased to the VOC's. Monitors are required to conduct monthly inspections on the depots and staging areas. Monitors should be suitably qualified to conduct inspections.

During the inspection the following items should be checked:

Depot and Staging Area (where applicable) checks

- i. Check fuel bay cleanliness
- ii. Check fuel pump condition
- iii. Check fuel pump gauge and operation
- iv. Check fuel tanks (water entry at dip and filling points)
- v. Check for water in fuel (paste dipstick test)
- vi. Check fuel tank breathers
- vii. Check perimeter fencing.
- viii. Check landscape condition
- ix. Check pit light operation
- x. Check fire extinguishers
- xi. Check safety equipment
- xii. Check first aid room and first aid box requirements
- xiii. Check oil dispensing and environmental requirements
- xiv. Check building defects (lights, structural damages)
- xv. Check staff for correct PPE
- xvi. Check equipment condition
- xvii. Check equipment legal certification
- xviii. Check condition of tools.
- xix. Check tool availability
- xx. Check staff tools
- xxi. Check chains and lifting equipment certification
- xxii. Check staff for correct licencing (hyster)
- xxiii. Check information signs
- xxiv. Check safety signs
- xxv. Check safety hazards
- xxvi. Check steam and wash bays
- xxvii. Check body, electrical and mechanical shop safety
- xxviii. Check dirt and oil traps
- xxix. Check workshop cleanliness
- xxx. Check safety registers
- xxxi. Check safety officer's certification
- xxxii. Check fire fighter's certification
- xxxiii. Check OHS act compliance
- xxxiv. Check annexure compliance
- xxxv. Check ISO compliance**
- xxxvi. Check workshop and depot walk ways and applicable markings
- xxxvii. Check incident and accident history and follow ups**
- xxxviii. Follow up on claims and defects**
- xxxix. Check insurance claims**
- xl. Follow up on repairs
- xli. Consult with relevant parties to do repairs (according to CoCT procedures).
- xlii. Perform Condition assessments and prepare specifications in preparation for tender documentation.

13.13 MYCITI AUTOMATIC FARE COLLECTION

13.13.1 On Route Monitoring – Other

- a) Audit and validation of the Automatic Fare Collection System

- b) Requires on route travelling on multideestination trips with MyConnect Fare Collection cards to test and survey accuracy of information generated.
- c) Inspections are to be recorded electronically and submitted daily in the prescribed format to the City
- d) Monitoring and verification of business rules
- e) Monitors will be required to adhere to MyCiTi rules and Standard Operating Protocols as determined by the City from time to time

13.14 DUTIES OF THE TENDERER

The tenderer shall render the monitoring service in a professional manner and strictly in accordance with the terms and conditions of the contract. The tenderer shall further ensure:

- 13.15.1 that all personnel provided in terms of this contract shall be in a physically and mentally fit condition for employment in a public environment.
- 13.15.2 that personnel adhere to the specifications of the contract and any processes as agreed upon in the execution of the monitoring function.
- 13.15.3 that all personnel provided in terms of this contract shall not be under the influence of intoxicating liquor and/or drugs for the duration of his/her duty.
- 13.15.4 that the monitoring functions rendered by the personnel provided by the tenderer, shall be rendered under competent supervision by the tenderer.
- 13.15.5 that all staff are appropriately trained to execute the monitoring functions.
- 13.15.6 That where specialised functions are required, monitors are suitably and appropriately qualified. The tenderer shall be required to submit proof or evidence to support staff qualifications when called upon to do so.
- 13.15.7 that personnel maintain a professional relationship with stakeholders and staff
- 13.15.8 that staff display appropriate behaviour as representatives of the City of Cape Town.
- 13.15.9 That staff transport is made available to staff at the expense of the tenderer for the execution of their duties and where staff is required to work outside normal working hours. Fuel and transport costs are to be included in the rate provided for each designation.
- 13.15.10 The Service Provider shall be required to provide evidence of the evaluations and measures taken to review performance and provide plans on how to improve in areas that may require improvement
- 13.15.11 The Service Provider shall provide their own PC's, equipment, software and hardware required to fulfil their obligations for all assignments.
- 13.15.12 The City of Cape Town may provide office space, IT equipment, stationery and furniture as is required for specific assignments.

13.16 REQUIREMENTS PERTAINING TO MONITORING PERSONNEL

- 13.16.1 It is a requirement of this contract that every person deployed by the tenderer in response to a City order for services should be able to meaningfully communicate clearly with City Personnel and the public in at least one official language of the Western Cape (Afrikaans, English, Xhosa).
- 13.16.2 Only South African Citizens with permanent residence may be employed on City Sites. When called upon to do so, the tenderer will produce proof of employees' citizenship and permanent residence.
- 13.16.3 Personnel should at all times be provided with the necessary personal protective clothing necessary for the safe execution of their duties
- 13.16.4 Contractor to provide all staff who are actively monitoring sites, facilities and vehicles with standard prescribed uniforms. The following is recommended but an alternative may be considered, discussed and agreed upon by the City and the Contractor:
 - a) White Shirt or Blouse
 - b) Navy Blue Trousers or Skirt
 - c) Safety Vest printed with Transport Monitor (where monitors are required to work in areas with high levels of vehicular movement)
 - d) Navy Blue Jackets and/or jerseys
 - e) Black shoes
 - f) Identification Cards (to be displayed at all times)
 - g) Legislated Personal Protective Clothing
- 13.16.5 Uniform and Personal Protective clothing to be kept in clean and presentable at all times.
- 13.16.6 The tenderer must ensure that all staff receives payment for hours worked as from the commencement of the contract. The tenderer must adhere to all legislative requirement as indicated within the Basic Conditions of Employment Act, No. 75 of 1997.

13.17 INSTRUCTIONS AND COMMUNICATION

- 13.17.1 All verbal instructions to the tenderer shall as soon possible after such instructions has been made be confirmed in writing by the City

- 13.17.2 The tenderer must provide the following to ensure an effective and efficient line of communication at all times:
- i. Provide both physical and postal address details
 - ii. Provide contact numbers of all relevant personnel in the event of an emergency
 - iii. Provide e-mail addresses of all relevant personnel where official communications can be sent to.
- 13.18 SUBMISSION OF SUPPORTING DOCUMENTATION**
- The tenderer will be required to submit the following documentation by the 07th of every month or at the Monthly Performance Meeting, in order to effect payment of the previous month's invoice.
- 13.18.1 Monthly Invoice
- The tenderer must ensure the following:
- i. valid purchase orders appear on the invoice.
 - ii. Period for which service was rendered clearly indicated on the invoice
 - iii. Invoice must be dated for the last day of the month in which the service was rendered.
 - iv. Each invoice has a unique invoice number.
 - v. Display itemised account of services rendered for the month
 - vi. Provide relevant and necessary proof or evidence to substantiate claims for payment.
- 13.18.2 Terms of payment for the management and execution of work shall be agreed prior to the commencement of any assignment and shall be clearly defined within a Work Brief.
- 13.18.3 Payment shall be executed in terms of deliverables completed within allocated hours as determined by the Work Brief.
- 13.19 DELIVERABLES:**
- 13.19.1 MANDATORY REQUIREMENTS**
- In the monitoring process the following must be covered in the appropriate areas:
- 13.19.1.1 The monitoring functions have been derived from existing contracts, it is therefore required that the monitoring company familiarize themselves with the terms and conditions of the relevant contract and tenders active within the department.
- 13.19.1.2 Monitor all relevant services contracts in the Public Transport Operations environment
- 13.19.1.3 Conduct multi point route monitoring surveys to observe schedule adherence.
- 13.19.1.4 Ensure that all relevant information required by the City of Cape Town is forwarded in accordance with the formalities prescribed.
- 13.19.1.5 Raise, verify the daily penalties and statistics and forward to the penalty committee on a weekly basis.
- 13.19.1.6 All penalties raised for non-compliance are to be signed by the operations manager or a duly appointed representative of the service provider on a daily basis.
- 13.19.1.7 Provide all the necessary support as required by the City of Cape Town and comply with all reasonable instructions to ensure the successful execution of duties.
- 13.19.1.8 MEETINGS**
- The City shall convene Operational, project and contract management meetings as and when required or when called upon to do so by the Service Provider. The Service Provider shall ensure that key personnel are available for these meetings and at least one representative with authority to make decisions for and on behalf of the Service Provider must be present at all times:
- Furthermore, the Service Provider will be required to:
- 13.19.1.8.1 Record and Distribute any meeting minutes or notes as required and approved by the City.
- 13.19.1.8.2 Where formal minutes are required to be kept, these will be signed by the Project Manager and the Service Provider once agreed.
- 13.20 PROJECTS AND WORK BRIEFS**
- The tender makes provision for work to be planned according to a work brief or project plan. The time, costs, resources required and outputs of each specific project amongst other are to be detailed within the brief. The work brief will entail when and what certain milestones are to be reached and payments are to be affected according to the relevant short-term deliverables and milestones accordingly.
- 13.20.1 The City Project Manager shall advise the Service Provider on the initiation of any project or assignment. The Service Provider may not proceed with any project without the approval of the

- project manager.
- 13.20.2 Prior to the actual commencement of any project / assignment the Service Provider shall provide a list of all deliverables for that project / assignment in the Work Brief. The Work Brief shall be reviewed by the Project Manager and the Service Provider for sign off.
- 13.20.3 The City and Service Provider to agree on milestones and critical success factors.
- 13.20.4 All projects / assignments shall adhere to the relevant City of Cape Town Policies and Procedures
- 13.20.5 Any changes to the work brief may only be executed via formal instruction and communication from the City Project Manager to the Service Provider.
- 13.20.6 A draft Work Brief will be presented to the service provider which will include estimations of resources required and hours required to complete the deliverable. The Service Provider and the City Project Manager will have the opportunity to discuss and agree on any changes to the hours and resources allocated before final sign off of the Work Brief.
- 13.20.7 In the instance where a resource is being utilised for more than one (1) assignment it is a requirement for that individual to complete a timesheet detailing the number of hours and for which deliverable on the specific assignment the time has been utilised.

13.21 REPORTING

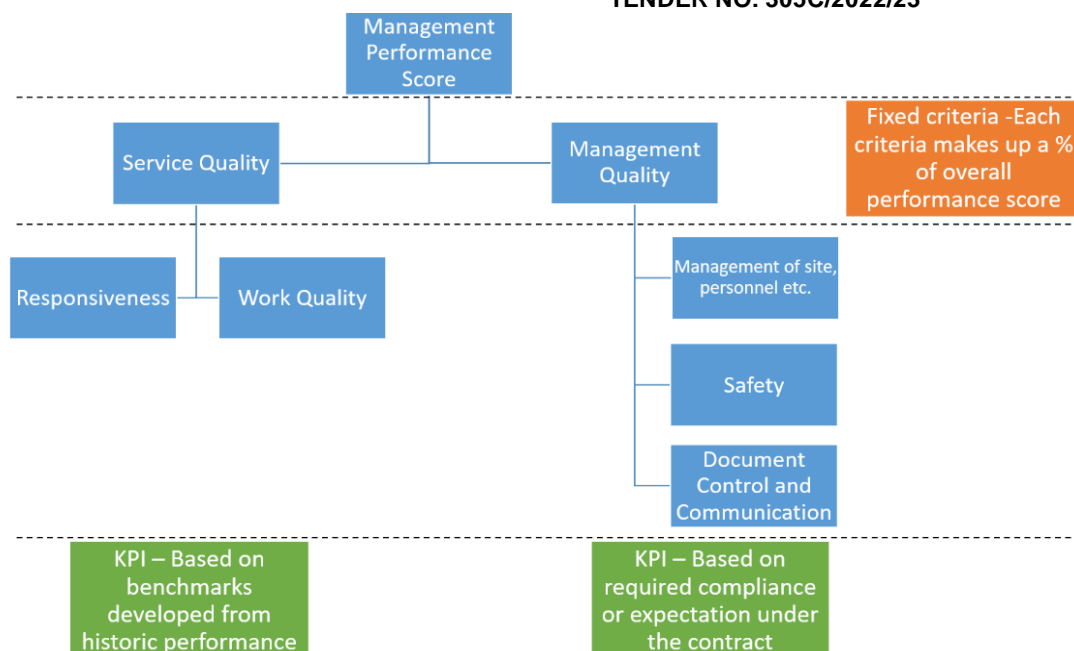
- 13.21.1 The Service Provider shall be required to provide regular feedback (frequency to be established once projects / assignments are started) on all projects / assignments being undertaken, in a format agreed upon between both parties.
- 13.21.2 Analyse and submit survey results including identified infringements
- 13.21.3 Ensure that all relevant information including reports required by the employer is forwarded in accordance with the formalities prescribed in this tender.
- 13.21.4 Prepare and present monthly reports and a summary of outputs on the monitoring functions
- 13.21.5 Prepare and present quarterly reports which includes:
- I. a summary and analysis of the outputs;
 - II. lessons learnt in terms of the monitoring functions;
 - III. recommendations for corrective action;
 - IV. risk identification and mitigation
 - V. identification, analysis and recommendation of alternative solutions for operating services and the monitoring of contracts 109
- 13.21.6 Analyse and make recommendations for the improvement of services.
- 13.21.7 Prepare a consolidated report of the outputs at the end of each project and contract (Close-out Report)

13.22 PERFORMANCE MANAGEMENT AND PENALTIES

13.22.1 Performance and Performance Adjustments

The monthly performance of the Monitoring Service Provider shall be measured by fixed criteria in a Performance Evaluation Matrix which the CCT will develop and subsequently agree with the Monitoring Service Provider. The intent of the Performance Evaluation Matrix is to determine a Performance Evaluation Score used to track the Monitoring Service Providers monthly performance and apply Performance Adjustments (refer to Clause 22 of the SCC)

A hierarchy of evaluation attributes and key performance indicators (KPI's) under each of the fixed criteria including a method of measuring each KPI shall be confirmed during the agreement process (refer to the figure below).



KPI's shall be quantitative and not qualitative and shall be capable of audit from data that the Monitoring Service Provider will collate during the normal course of its service delivery operations.

To provide a common measure for performance measurement, the specific KPI's shall be set against fixed criteria (e.g. service quality and management quality).

- Fixed Criteria - fixed criteria (e.g. Service Quality and Management Quality), to standardize the evaluation performance across all services rendered. Criteria are to be weighted as agreed by the CCT and Monitoring Service Provider.
- Evaluation attributes - Fixed evaluation attributes shall provide common areas of evaluation under each fixed criteria. The scores of each evaluation attribute under each criteria will be added together and aggregated to determine the score for each of the fixed criteria. E.g. Service Quality Score = Responsiveness Score + Quality Score.
- KPI's - The KPI's and Performance Measurements, which are determined by the CCT and subsequently agreed with the Monitoring Service Provider provides the method of assessing the evaluation attributes under each fixed criteria. Scores of the KPI's under each evaluation attribute will be totaled to form the evaluation attribute's score. Refer to the table below of an example of mapping KPI's to evaluation attributes and fixed criteria:

Fixed Criteria	Evaluation attributes example	Key Performance Indicators (KPI) for management assessment example
Service Quality	Responsiveness	% of feedback responded Closed within stipulated time
	Work Quality	Services not rendered according to accepted standards
Management Quality	Management of site, personnel and term contractors deployment	No. of lapses resulting in significant impact on operations
		No. of lapses resulting in negative impact on operations
		Operating Hours
	Safety	No. of major accidents Non Compliance to national, local and departmental laws, regulations, rules, protocols and any reasonable instructions from an authorized CCT representative
		Monthly Performance Report

Fixed Criteria	Evaluation attributes example	Key Performance Indicators (KPI) for management assessment example
	Document Control & Communications	Financial Reports (Payment Certificate / Invoice)
		Water and Electricity reports
		PEP or matrix not completed
		Meetings and communication not held or responded to

- d) Scoring of KPI's - The Monitoring Service Provider shall provide a scoring of each KPI as part of its monthly performance report, based on the requirements of Clause 13.22.1 and 13.22.2 below and report on the Performance Evaluation Score achieved.

The Monitoring Service Provider and CCT shall agree a basis for aggregating the KPI's to derive a master KPI that will be used to calculate an overall service Performance Evaluation Score.

For all KPIs, the Monitoring Service Provider and CCT shall agree a range of values for:

- I. An acceptable performance against that KPI to be applied over a period to be agreed which will be used to judge performance on a monthly basis;
 - II. A target performance which is better than the acceptable performance and which the Monitoring Service Provider will apply its best endeavors to achieve;
 - III. A base-line performance below which the Monitoring Service Provider's performance will be deemed to be failing the requirements of the agreement. Failure of the base-line would attract a cost penalty. The basis for applying cost penalties is detailed in the "Performance Adjustments" section of Clause 22 of the SCC.
 - IV. The KPI's shall be reviewed formally at least once per financial year (CCT's fiscal cycle) and revised or updated as necessary to the mutual agreement of CCT and the Monitoring Service Provider.
- e) The Performance Evaluation Score of the Monitoring Service Provider will be determined by benchmarking the total Performance Evaluation Scores against the performance target set by CCT. There will be defined performance grades (E.g. Excellent, Good, Satisfactory, Poor), to be assigned according to how well the Monitoring Service Provider has performed against the performance target.

13.22.1.1.

Management Quality

The KPIs will be identified to measure appropriate inputs and outputs of the management functions of the Monitoring Service Provider on a monthly basis and shall be such that when taken collectively they provide a reasonable basis for assessing the quality of management. The KPI's will be quantitative, based on expected performance against a contractual or service requirement.

Evaluation attributes will measure (inter alia):

- Management of site, personnel and contractors (e.g. no. of lapses resulting in significant impact on operations, no. of lapses resulting in negative impact on operations, conformance to operating hours),
- Safety e.g. (no. of major accidents, non compliance to national, local and departmental laws, regulations, rules, protocols and any reasonable instructions from an authorized CCT representative),
- Document control & communications (e.g.) monthly performance report, financial reports (payment certificate / invoice), PEP or matrix not completed meetings and communication not held or responded to).

Management quality shall be scored as part of the monthly performance report.

13.22.1.2.

Service quality

The KPIs will be identified to measure appropriate inputs and outputs of the service functions of the Monitoring Service Provider on a monthly basis and shall be such that when taken

collectively they provide a reasonable basis for assessing the quality of individual services delivered. The performance target of KPI's shall be measured against a benchmark set by CCT derived from historic trends of adequate service delivery.

Both the response time and work quality shall be measured. The performance benchmark shall be set aligned with the specification requirements per service delivered under this contract. Forecelink reports and exports shall be used to track performance for all levels of work priorities.

13.23 KNOWLEDGE AND SKILLS TRANSFER

- 13.23.1 Where applicable the Service Provider shall provide the City with a detailed plan in terms of knowledge and skills transfer.
- 13.23.2 The Service Provider shall provide adequate handover, training and knowledge transfer manuals and documentation as required for the transfer of knowledge and skills specific to the work brief.
- 13.23.3 Knowledge transfer items to be detailed in Work Briefs issued.

13.24 GENERAL

- 13.24.1 The Service Provider shall be required to provide evidence of the evaluations and measures taken to review performance and provide plans on how to improve in areas that may require improvement.
- 13.24.2 Unless otherwise stated all personnel are to be based in Cape Town
- 13.24.3 Rates tendered must allow for administration tasks (e.g. timesheets, capturing of timesheets, Service Providers internal meetings, contract progress meetings, certificate compilation, billing, etc.).
- 13.24.4 Timesheets and time statements to be submitted with the monthly invoices, weekly timesheets may be requested. Time / hours is / are to be allocated to a deliverable (as per Work Brief) and reflect on the time statement and invoice.
- 13.24.5 Prior Approval is required for working more than the allocated monthly hours, monthly hours stipulated on the Work Brief
- 13.24.6 A financial forecast per Work Brief is required and to be updated regularly
- 13.24.7 Prepare a consolidated report of the outputs at the end of the contract (Close-out Report)
- 13.24.8 It is the responsibility of the Service Provider to ensure that all resources allocated to the project/s are familiarised with the work brief and conditions of the contract.
- 13.24.9 Reports frequency and format of reporting for the management and execution of all Work Briefs shall be agreed prior to the start of the assignment and shall be reviewed monthly to ascertain appropriateness and changed as required.

14. EMPLOYMENT OF SECURITY PERSONNEL

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

15. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 2 and 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

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.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

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 certified 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

[illegible][illegible]

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		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
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10												
11												
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

(14.2) BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. 305C/2022/23
AND DESCRIPTION:Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport,
Public Transport Contracts and Facilities on behalf of Public Transport

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R	B-BBEE Status Level of Prime Supplier		
--	--	---	---------------------------------------	--	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹ Documentary evidence to be provided	Total:	R
	Expressed as a percentage of P*	%

SignaturesDeclared by
supplier to be true
and correct:

Date:

Verified by CCT
Project Manager:

Date:

(14.3) Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. 305C/2022/23 Provision of Professional Services in respect of the Monitoring, Evaluation and Support of Accessible Public Transport, AND DESCRIPTION: Public Transport Contracts and Facilities on behalf of Public Transport

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the JV/ Partnership/ Consortium Agreement ¹ A	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be true
and correct:

Date:

Verified by CCT
Project Manager:

Date: