

|   |   |   |
|---|---|---|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |   | <br>CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |   |   |
| SCM - 542                                     | Approved by Branch Manager: February 2024 | Version: 10   |

**TENDER NO: 106I/2024/25**

**TENDER DESCRIPTION: THE PROVISION OF PARKING MANAGEMENT SERVICES**

**CONTRACT PERIOD: UP TO 36 MONTHS FROM THE COMMENCEMENT DATE**

**CLOSING DATE** [29/11/2024]

**CLOSING TIME** 10:00 am

**TENDER BOX NUMBER** [160]

**TENDER FEE** [R 200.00]

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

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

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

|  |
|--|
| <b>TENDER SERIAL NO.:</b>                                |
| <b>SIGNATURES OF CCT OFFICIALS<br/>AT TENDER OPENING</b> |
| 1  |
| 2  |
| 3  |

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# THE TENDER

## T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **[TENDER NO. 106I/2024/25: THE PROVISION OF PARKING MANAGEMENT SERVICES]**
- SITE VISIT/CLARIFICATION MEETING** : Time: **[9.30-11am]** on Date: **[8 November 2024]**  
(Not compulsory, but strongly recommended)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **[Platinum Boardroom, Transport Management Centre, Corner Hugo and Smartt streets, Goodwood, Cape Town]**
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 106I/2024/25: - TENDER DESCRIPTION: [THE PROVISION OF PARKING MANAGEMENT SERVICES]”**, the tender box number and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.  
If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** : Email: **[scm.tenders8@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”**

## T.2 CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

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

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

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

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

#### 2.1.2 Interpretation

**2.1.2.1** The additional requirements hereinafter referred to as the “returnable documents” / “Returnable Schedules” are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

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

#### 2.1.3 Communication during tender process

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

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

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

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

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

## **2.1.5 Procurement procedures**

### **2.1.5.1 General**

Unless otherwise stated in the Conditions of Tender, 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 for a period of **up to [36]** months from the commencement date of the contract.

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

A two-stage system will not be followed.

### **2.1.5.3 Nomination of Standby Bidder**

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

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

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

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

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

### **2.1.6.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision

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

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

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

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

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

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

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

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

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

**2.1.6.7 Compliance to the CCTs Appeals Policy.**

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

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

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

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

### 2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

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

#### 2.2.1.1.1 Submit a tender offer

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

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

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders’ past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer’s tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

### 2.2.1.1.3 Compulsory clarification meeting

Not compulsory but strongly recommended.

### 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.

| <b>Evaluation Criteria</b>          | <b>Applicable values/points</b>   | <b>Weight</b> |
|-------------------------------------|---|---------------|
| <b>A) Experience</b>                | Minimum of 2 years of experience in the management of paid parking bays/areas off or on-street – documents containing positive proof such as, but not limited to, contracts, leases, service agreements to be submitted as part of tender.<br>A) 2 up to 5 years proven experience (15 points)<br>B) >5 to 10 Years proven experience (20 points)<br>C) >10 Years proven experience (25 points)   | 25            |
| <b>B) Staff Management</b>          | Management of a staff complement of 50 or more workers. Documents containing positive proof of this being submitted as part of the tender.<br>A) Managed 50 to 75 workers (15 points)<br>B) Managed 76 to 100 workers (20 points)<br>C) >100 workers managed (25 points)  | 25            |
| <b>C) Parking Management</b>        | Management of 250 or more parking bays – documents containing positive proof such as, but not limited to, contracts, leases, agreements, and containing a clear indication of numbers of bays managed.<br>A) 250 to 500 bays managed (15 points)<br>B) 501 to 1000 bays managed (20 points)<br>C) >1001 bays managed (25 points)  | 25            |
| <b>D) Monthly Income management</b> | Provide evidence of experience in – the implementation, commissioning, maintenance and/or operation of a fully auditable electronic receipt system. Provide evidence briefly describing the receipt system and containing positive proof such as, but not limited to, examples of receipts issued to be submitted as part of tender.<br>A) 1- 2 years of proven experience (15 points)<br>B) >2 to 5 years proven experience (20 points)<br>C) >5 Years proven experience (25 points) | 25            |
| <b>Total</b>                        |   | <b>100</b>    |

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

Where the entity tendering is a Consortium/Joint Venture, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the Consortium/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. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

Supporting document for functionality criteria, which should be included in submission, are given below. The relevant information to support the points claimed in the categories above should be clearly highlighted and explained in Schedule F.13: Information to Be Provided With the Tender and attached to the tender submission.

- A. Experience – documents containing the details of the service agreement constituting the above claimed points. Positive proof such as, but not limited to, full signed contracts, leases, service agreements. “Contracts or service agreements containing proof of the duration and nature of services rendered”**
- B. Staff management - documents containing positive proof of employment of 50 or more people**
- C. Parking Management - proof being contracts, leases, agreements and clear indication of amounts of bays managed.**
- D. Monthly income management - documents briefly describing the receipt system and containing positive proof such as, but not limited to, proof examples of receipts issued to be submitted as part of tender. Provide a brief description of the receipt system implemented and details of the associated contract/s. Also provide examples of transaction documentation, including receipts and back-end accounting system.**

It is accepted that the main tenderer may not have all the required project experience. A signed undertaking from a specialist sub-contractor having the required experience, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contract agreement, will be acceptable. The experience of sub-contractors can be used to illustrate compliance with the above minimum requirements. However, the main tendering entity must at least have actual experience in two of the above fields of work ((A) to (D)).

The work experience presented in compliance with the above must be that of the tendering entity, or sub-contracting company and not of key staff members whom they intend to second for the project.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

When the tendering entity is tender as a JV or with a sub-contractor, the bid document need to specify the roles of which will each be fulfilled by each member.

#### **2.2.1.1.7 Provision of samples**

Not applicable to this tender

#### **2.2.2 Cost of tendering**

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

#### **2.2.3 Check documents**

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

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

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

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

#### **2.2.5 Reference documents**

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

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

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

#### **2.2.7 Clarification meeting**

The tenderer shall attend, 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 (i.e., in item T.1 above).

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

#### **2.2.8 Seek clarification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2.2.12.8** By signing the offer part of the Form of Offer (**C.2 FORM OF OFFER AND ACCEPTANCE**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

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

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

**2.2.14 Closing time**

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

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

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

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

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

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

## **2.2.17 Provide other material**

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

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

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

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

**2.2.17.3** Tenderers shall be required to 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**

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

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

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

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

## 2.2.19 Certificates

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

### 2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

### 2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

### 2.2.21 Claims arising from submission of tender

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

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

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

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

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

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

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

### **2.3.2 Issue Notices**

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

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

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

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

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

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

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

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

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

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

### **2.3.5 Non-disclosure**

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

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

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

### **2.3.7 Test for responsiveness**

**2.3.7.1** The appointed Bid Evaluation Committee will 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) Detrimentially affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) Significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

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

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

### **2.3.9 Clarification of a tender offer**

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

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

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

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

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

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

#### **2.3.10.2 Decimal places**

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

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

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the percentage as set out in the **Price Schedule (C4)**.

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

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

**2.3.10.3.4** Applicable formula:

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

Price shall be scored as follows:

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

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

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

**Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)**

| #  | Specific goals allocated points   | Preference Points (80/20)<br><i>Equal/ below R50 mil</i> | Evidence  | Additional Guidance  |
|--|---|--|---|--|
| <i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i> |   |  |   |  |
| 1  | <b>Gender are women (ownership)*</b><br><br>>75% - 100% women ownership: 5 points<br>>50% - 75% women ownership: 4 points<br>>25% - 50% women ownership: 3 points<br>>0% - 25% women ownership: 2 points<br>0% women ownership = 0 points       | 5  | <ul style="list-style-type: none"> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul>                              | <ul style="list-style-type: none"> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul>   |
| 2  | <b>Race are black persons (ownership)*</b><br><br>>75% - 100% black ownership: 5 points<br>>50% - 75% black ownership: 4 points<br>>25% - 50% black ownership: 3 points<br>>0% - 25% black ownership: 2 points<br>0% black ownership = 0 points | 5  | <ul style="list-style-type: none"> <li>B-BBEE certificate;</li> <li>Company Registration Certification</li> <li>Central Supplier Database report</li> </ul> | <ul style="list-style-type: none"> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> <li>Issued by the Companies and Intellectual Property Commission</li> <li>Report name: CSD Registration report</li> </ul> |
| 3  | <b>Disability are disabled persons (ownership)*</b><br><br><i>WHO disability guideline</i><br>>2% ownership: 3 points<br>>0% - 2% ownership: 1.5 point<br>0% ownership = 0 points   | 3  | <ul style="list-style-type: none"> <li>Proof of disability</li> <li>Company Registration Certification</li> </ul>   | <ul style="list-style-type: none"> <li>Medical certificate/ South African Revenue Services disability registration</li> <li>Issued by the Companies and Intellectual Property Commission</li> </ul>  |
| <i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>                             |   |  |   |  |

|              |   |    |  |   |
|--------------|---|----|--|---|
| 4            | <b>Promotion of Micro and Small Enterprises</b><br><i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i><br><br><i>SME partnership, sub-contracting, joint venture or consortiums</i> | 7  | <ul style="list-style-type: none"> <li>B-BBEE status level of contributor;</li> </ul>              | <ul style="list-style-type: none"> <li>Specifically in line with the respective sector codes which the company operates,</li> <li>South African National Accreditation System approved certificate or commissioned sworn affidavit</li> </ul> |
|              |   |    | <ul style="list-style-type: none"> <li>South African owned enterprises;</li> </ul>                 | <ul style="list-style-type: none"> <li>Certificate of incorporation or commissioned sworn affidavit</li> </ul>  |
|              |   |    | <ul style="list-style-type: none"> <li>Financial Statement to determine annual turnover</li> </ul> | <ul style="list-style-type: none"> <li>Latest financial statements (1 Year)</li> </ul>  |
| Total points |   | 20 |  |   |

*\*Ownership: main tendering entity*

#### 2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT or request access to any other contract with any other third party to whom the same or similar service has been rendered, in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources, is able to obtain such resourced and the requisite skills required for purposes of rendering the service.

#### 2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) Does not allow any preferred tenderer a second or unfair opportunity;
- b) Is not to the detriment of any other tenderer; and
- c) Does not lead to a lower price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

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

### **2.3.12 Acceptance of tender offer**

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

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

**2.3.12.2** Accept the whole tender or part of a tender, or to accept more than one tender (inasmuch as a number of sites are being offered), and the CCT is not obliged to accept the highest or any tender.

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

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

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

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

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

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

### **2.3.13 Prepare contract documents**

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

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

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

### **2.3.14 Notice to successful and unsuccessful tenderers**

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

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

### **2.3.15 Provide written reasons for actions taken**

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

|   |   |   |
|---|---|---|
| <b>TENDER DOCUMENT<br/>GOODS AND SERVICES</b> |   | <br>CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
| <b>SUPPLY CHAIN MANAGEMENT</b>                |   |   |
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|   |
|---|
| <b>TENDER NO: 106I/2024/25</b>  |
| <b>TENDER DESCRIPTION: [THE PROVISION OF PARKING MANAGEMENT SERVICES]</b> |
| <b>CONTRACT PERIOD: UP TO 36 MONTHS FROM THE COMMENCEMENT DATE</b>        |

## THE CONTRACT

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

AND

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

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

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

## C.1 DETAILS OF TENDERER/SUPPLIER

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

- Individual / Sole Proprietor
  Close Corporation
 Company
- Partnership or Joint Venture or Consortium
  Trust
 Other:

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

|   |   |
|---|---|
| <b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b> |   |
| <b>Trading as</b> (if different from above)   |   |
| <b>Company / Close Corporation registration number</b> (if applicable)  |   |
| <b>Postal address</b>   | Postal Code _____   |
| <b>Physical address</b><br>(Chosen Domicilium Citandi Et Executandi)  | Postal Code _____   |
| <b>Contact details of the person duly authorised to represent the tenderer</b>  | Name: Mr/Ms _____<br><span style="margin-left: 300px;">(Name &amp; Surname)</span><br>Telephone :( _____ ) _____ Fax :( _____ ) _____<br>Cellular Telephone: _____<br>E-mail address: _____                 |
| <b>Income tax number</b>  |   |
| <b>VAT registration number</b>  |   |
| <b>SARS Tax Compliance Status PIN</b>   |   |
| <b>CCT Supplier Database Registration Number</b> (See Conditions of Tender)   |   |
| <b>National Treasury Central Supplier Database registration number</b> (See Conditions of Tender)                     |   |
| <b>Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?</b>            | <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span><br>If yes, enclose proof  |
| <b>Is tenderer a foreign based supplier for the Goods / Services / Works offered?</b>                                 | <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span><br>If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)                                  |
| <b>Questionnaire to Bidding Foreign Suppliers</b>   | a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?<br><input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span> |
|   | b) Does the tenderer have a permanent establishment in the Republic of South Africa?<br><input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>                   |
|   | c) Does the tenderer have any source of income in the Republic of South Africa?<br><input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>                        |
|   | d) Is the tenderer liable in the Republic of South Africa for any form of taxation?<br><input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>                    |
| <b>Other Required registration numbers</b>  |   |

## C.2 FORM OF OFFER AND ACCEPTANCE

### TENDER NUMBER 106I/2024/25 THE PROVISION OF PARKING MANAGEMENT SERVICES

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

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT \_\_\_\_\_ (PLACE) ON THE \_\_\_\_\_ (DAY) OF \_\_\_\_\_ (MONTH AND YEAR)

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

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

| INITIALS OF CCT OFFICIALS |   |   |
|---------------------------|---|---|
| 1                         | 2 | 3 |

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER 106I/2024/25: THE PROVISION OF PARKING MANAGEMENT SERVICES**

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

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

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

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

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

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

\_\_\_\_\_  
For and on behalf of the City of Cape Town  
(Duly Authorised)  
Name and Surname:

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER 106I/2024/25: THE PROVISION OF PARKING MANAGEMENT SERVICES**

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

**Notes:**

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

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER 106I/2024/25: THE PROVISION OF PARKING MANAGEMENT SERVICES**

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) .....

Name(s) .....

Capacity .....

Signature and name of witness:

Signature ..... Name .....

**ONLY TO BE COMPLETED AT ACCEPTANCE STAGE**

**C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

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

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

I, ....., representing

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

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

COID ACT Registration Number: .....

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

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

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

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

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

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

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

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
CCT

## C.4 PRICE SCHEDULE

Bid specifications may not make any reference to any particular 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'**

#### **Pricing Instructions:**

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 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.
- 5.6 The Supplier shall bid a rate per bay per day, for each management area, that will be paid to the CCT on a monthly basis. This rate will be made up by a fixed portion as stipulated by the CCT plus a tendered rate as stipulated by the bidder.
- 5.7 The tendered rate per bay for each area, will be multiplied by the amount of bays stipulated in for each corresponding area will be summed together. The Supplier with the highest total shall be awarded the highest ranking/points for the price component of the tender evaluation.
- 5.8 The Supplier's payment to the CCT will increase per area by the same percentage that the on-street parking tariffs increases or decreases per area annually if applicable.
- 5.9 The Supplier will pay the amount due to the CCT on a monthly basis. The monthly payment will include any penalties imposed on the Supplier due to underperformance in line with Key Performance Indicators (KPI's).
- 5.10 **Bidders may refer to Annexure D of the Specifications for historic parking management data. Should bidders elect to rely on this data partly or wholly in the determination of their bids they do so entirely at their own risk. None of the data contained in Annexure D of the Specifications is guaranteed by the CCT to be entirely accurate since the data was provided by historical services. Bidders should use their knowledge of the parking management business and determine an offer of which they are confident.**
- 5.11 The Areas to be managed and approximate location of bays are attached as Annexure C of the specifications. The areas that will be priced for and managed as part of this submission are as follows:
  - i. Group 1 parking areas – These parking areas will be managed from the commencement date of the contract. These may also include any off-street parking areas that the CCT may add.
  - ii. Group 2 and 3 parking areas – These parking areas may be added to the managed footprint in full, or part, as and when required by the CCT. These also include any off-street parking areas that the CCT may add.
  - iii. The amount of bays in the any area may increase by up to 50% of the base amount.
- 5.12 The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate for the month to the CCT by the 5th calendar day of every following month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties raised by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his

certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month.

5.13 The Supplier is also required to submit rates for group 2 and 3 areas which the City will consider if these areas are implemented at a later stage. The Supplier is required to complete columns B) and C) of PART 5 SCHEDULE OF RATES below. The Supplier will pay to the CCT, on a monthly basis, the tendered rate per bay per day in column C, for every day that a bay is managed. The Supplier will also pay any penalties due.

5.14 In order to score the bidders rates, a weighting will be applied to Group 1 and Group 2&3 in order to compare offers and award. This weighting is due to the fact that some bays will be managed from day 1 whereas other areas may or may not be added later.

The formulae to assess the best offer to the City will be as follows:

**Evaluation of the Main Offer = [Weighting x (C1+C2+C3+C4+C5+C6+C7+C8)] + [Weighting x (C9+C10+C11+C12+C13+C14+C15+C16+C17+C18+C19+C20)] = \_\_\_\_\_**

| CITY OF CAPE TOWN<br>CONTRACT No<br>THE PROVISION OF PARKING MANAGEMENT SERVICES<br><br>PART 5 SCHEDULE OF RATES<br>A: General obligations      |                    |                      |   |  |   |  |
|---|--------------------|----------------------|---|--|---|--|
| NAME OF TENDERER: _____   |                    |                      |   |  |   |  |
| ITEM  | Area to be managed | (Approx.) No of bays | (A) Fixed rate to be paid to the CCT per bay per day in rands | B) Suppliers tender rate paid to CCT in addition to (A), per bay per day | C) Total Tendered rate which will be paid to the City per bay per day (A+B) |  |
| Group 1   | Cape Town CBD      | 2115                 | A1 = R8.00  | B1 =   | C1 =  |  |
|   | Claremont          | 274                  | A2 = R3.00  | B2 =   | C2 =  |  |
|   | Bellville          | 400                  | A3 = R2.00  | B3 =   | C3 =  |  |
|   | Newlands           | 108                  | A4 = R7.00  | B4 =   | C4 =  |  |
|   | Kenilworth         | 37                   | A5 = R7.00  | B5 =   | C5 =  |  |
|   | De Waterkant       | 230                  | A6 = R5.00  | B6 =   | C6 =  |  |
|   | Sea Point          | 330                  | A7 = R25.00   | B7 =   | C7 =  |  |
|   | Kloof street       | 160                  | A8 = R8.50  | B8 =   | C8 =  |  |
| <b>Areas that may be added at a later stage</b>   |                    |                      |   |  |   |  |
| Group 2   | Gardens            | 76                   |   |  | C9 =  |  |
|   | Camps Bay          | 143                  |   | C10 =  |   |  |
|   | Woodstock          | 56                   |   | C11 =  |   |  |
|   | Salt River         | 250                  |   | C12 =  |   |  |
|   | Green Point        | 101                  |   | C13 =  |   |  |
|   | Tygervalley        | 261                  |   | C14 =  |   |  |
|   | Durbanville        | 404                  |   | C15 =  |   |  |
| Group 3   | Strand             | 357                  |   | C16 =  |   |  |
|   | Somerset West      | 223                  |   | C17 =  |   |  |
|   | Muizenberg         | 242                  |   | C18 =  |   |  |
|   | Fish Hoek          | 289                  |   | C19 =  |   |  |
|   | Simons Town        | 140                  |   | C20 =  |   |  |
| Evaluation of the Main Offer = [Weighting x (C1+C2+C3+C4+C5+C6+C7+C8)] + [Weighting x (C9+C10+C11+C12+C13+C14+C15+C16+C17+C18+C19+C20)] = _____ |                    |                      |   |  |   |  |

| INITIALS OF CCT OFFICIALS |   |   |
|---------------------------|---|---|
| 1                         | 2 | 3 |

## C.5 SPECIFICATION(S)

1. INTRODUCTION
  - 1.1 The parties wish to enter into an agreement governing the implementation by the Supplier of the provision of parking management services, in the areas, as agreed in this Contract, on the terms and conditions in this Contract and specifications. The Supplier shall bid a price that will be paid to the City per parking bay, per day of management for each management area. This rate will be made up by a fixed portion as stipulated by the CCT plus a tendered rate as stipulated by the bidder. The rate will be multiplied to each bay for every day that the respective bay is managed per month. The Supplier will pay over the amount due to the City at the end of every month.
  - 1.2 The services will commence within 28 calendar days from commencement of the contract, unless otherwise agreed to by the parties.
  - 1.3 The scope of works is for the implementation, commissioning, maintenance and/or operation of a fully auditable electronic receipt system and the provision of parking management services for various areas within the CCT metropolitan area. The CCT intends to appoint a main tenderer for the provision of a auditable parking management system, capable of collecting cash and card payments, for the provision of parking management services in the areas identified as Group 1, 2 and 3 as shown in Annexure C, for the allocation of work. The CCT also reserves the right to include management areas or increase bays in the existing managed areas, at a later stage of the contract.
  - 1.4 Parking management services shall include, but is not limited to, the collection of parking tariffs for vehicles parked in managed areas (as described in Annexure C) in the timeframe as stipulated by the CCT. Parking tariffs shall be collected by parking marshal's, appointed by the service provider as per the specifications hereunder.
  - 1.5 This contract is for the areas within the sites as stipulated in Annexure "C". Group 1 areas must be managed from the initial implementation date.  
  
The groups are identified as follows:  
  
Group 1 parking areas – These parking areas will be managed from the commencement date of the contract. These may also include any off-street parking areas that the CCT may add.  
Group 2 and 3 parking areas – These parking areas may be added to the managed footprint in full, or part, as and when required by the CCT. These also include any off-street parking areas that the CCT may add.
  - 1.6 The total amount of bays in any area may increase by up to 50% of the base amount indicated in Annexure C. Any parking bays in a specific area, added after initial implementation, will be up to a limit of 50% increase, from the base amount, in the total amount of bays managed. All contract conditions agreed as per Group 1 will automatically apply to any Group 2 and 3 parking bays or areas.
  - 1.7 Notwithstanding that the pricing provided for Group 2 and 3, the CCT reserves the right to go out on a separate tender for the management of Group 2 and 3 areas.
  - 1.8 The amount of bays managed may permanently decrease by up to 20% if so required by the CCT. If the amount of bays managed in one area is reduced, the CCT will first endeavour to replace the managed bays in other areas where bays are not managed.
  - 1.9 The supplier shall be obliged, at all sites where the public is required to pay for parking, to provide auditable point of sale (POS) devices to accept cash and card payments (from all major banks in South Africa) and electronic cashless alternatives from the public unless advised otherwise by the Purchaser. Every parking marshal collecting tariffs, will be equipped with such a POS device and the number of parking marshals will be determined by the ratio stipulated by CCT hereunder.

1.10 The Supplier will pay the amount due to the CCT on a monthly basis. The monthly payment will include any penalties imposed on the Supplier due to underperformance inline with KPI's. The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate for the month to the CCT by the 5th calendar day of every following month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties raised by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month.

1.11 The Supplier will be required to implement the CCT's clamping protocol as indicated in clause 25.

## 2. DURATION

2.1 This contract agreement shall be for up to 36 months from the commencement date. The contract is subject to the MTREF period and thus may not exceed 3 financial years. It is the intention of the CCT to implement the tender from 1 July 2025. The CCT's financial year runs from 1 July to 30 June.

## 3. SUPPLIER'S RESPONSIBILITIES

3.1 The Supplier is obliged to deliver to the CCT, entirely at the Supplier's own cost, an effective, efficient, functional and cost-effective parking management system, for the collection of parking fees, both cash and cashless, within the jurisdiction of the CCT on the terms and conditions contained in this agreement, subject to all applicable laws and Bylaws, including but not limited to, laws, Bylaws and regulations governing traffic and parking within the metro. Without detracting from the generality of the a foregoing, the Supplier shall be obliged to comply with the obligations detailed below, in accordance with the implementation plan and the KPIs reflected in Annexure "B".

### 3.2 Supply of the system

3.3 The Supplier shall supply and implement the provision of parking management services, including but not limited to, the management information system and accounting functions.

3.4 The parking operations system shall be compatible in all respects with the back office system of the Supplier.

3.5 Without detracting from the generality of the foregoing, the Supplier shall be obliged, to provide point of sale devices to accept payment from the public unless advised otherwise by the Purchaser, at all sites where the public is required to pay for parking.

3.6 Parking Marshall \ Parking Bay Ratio: Parking bays per Marshall must not exceed 15 parking bays per parking marshal, unless otherwise agreed to up front by the CCT on specific instances.

3.7 The Supplier is required to ensure that ablution facilities are available to his staff.

## 4 Sites and Database

### 4.1 Sites and database

4.1.1 The Supplier shall be obliged to provide the service in respect of each of the sites in Group 1 from the commencement date and for all or part of Group 2 and 3, if and when required by the CCT. The initial locations of bays, as well as the total number and type, in respect of each site in respect of which the Supplier shall be required to provide the service from the commencement date is as set out in Annexure "C".

4.1.2 The Supplier shall maintain the CCT's database of parking bays at all sites for the duration of this agreement. Data fields in the database, in respect of each parking bay, shall include the following, as well as any other data field(s) the CCT may from time to time require in a format specified by the CCT:

- I. Description;(Bay Type)
- II. Geographical positioning system (GPS) co-ordinates (X, and Z);
- III. Street Location, Street Name RHS or LHS
- IV. Surface material;
- V. Current condition; (Road Marking and signage)
- VI. Maximum allowable time limitation;
- VII. Use prescription (bus, taxi, loading zone, disabled, etc.);
- VIII. Tariff Code
- IX. Tariff Rate
- X. Parking fees collected per bay per day per month.

XI.Occupancy per bay per day per month

4.1.3 The Supplier shall furnish the CCT, upon request by the CCT, with an electronic drawing of the parking bays drawn on a plan reflecting the street map layout of each of the sites and bays. The Supplier shall furnish the CCT, upon request by the CCT, with an excel spreadsheet list of the parking bays reflecting the information as per 4.1.2 above.

4.1.4 The CCT reserves the right, and shall be entitled in its sole discretion, to require amendments to the database, should any changes to the use and/or number and/or layout of parking bays to be managed by the Supplier be required on a Temporary or permanent basis: -

4.1.4.1 for municipal or other public purposes; or

4.1.4.2 to provide access to an erf, and the Supplier shall not have any claims for compensation or any other claims in that regard.

4.1.5 The CCT shall also be entitled, on a temporary basis, to vary the use of a parking bay and/or prevent the use of a parking bay for parking purposes:

4.1.5.1 for municipal or other public purposes, including but not limited to, closure of portions of roads located in any of the sites from time to time for maintenance or other public purposes;

4.1.5.2 For the temporary rental, of parking bays, by the CCT to third parties for special events, filming, construction or other purposes, and the Supplier shall not have any claims for compensation or other claims in that regard, other than set out in 16.11 of the Special Conditions of Contract.

4.1.6 The Supplier shall maintain a secure electronic back-up of all information contained on the database.

4.1.7 The Supplier hereby irrevocably and unconditionally assigns to the CCT all intellectual property rights in and to the database, which assignment the CCT hereby accepts.

4.1.8 The Supplier shall furnish the CCT, at no cost to the CCT, with a full copy of the database (electronic and a hard copy if required), on each anniversary of the implementation date, upon any further written request from the CCT to do so, and upon termination of this agreement for whatsoever reason at no cost to the CCT, in Excel format.

4.2 Toll Free Call Centre

4.2.1 The CCT shall provide a toll-free call centre on a 24-hour-a-day, 365-day-a-year basis.

4.2.2 The contact number of the call centre shall be prominently displayed at all points of sale and on all receipts issued. The CCT will forward complaints and queries to the Supplier, to resolve from time to time.

4.2.2.1 The Supplier shall keep record of all queries on a month to month basis, including:

4.2.2.1.1 Receiving, processing and actioning parking complaints received from the public and/or the CCT;

4.2.2.1.2 informing a complainant once a complaint has been satisfactorily resolved and what action was taken in order to do so;

4.2.2.1.3 keeping a database acceptable to the CCT of all calls and actions taken in respect of parking complaints as well as timeframes.

4.2.2.2 All queries that the CCT has forwarded to the Supplier shall be resolved within a 5 working day period, as far as possible, unless otherwise agreed to by the CCT

4.3 Monthly management report

4.3.1 The Supplier shall, with effect from the commencement date, within 8 (eight) calendar days of the end of each calendar month, furnish the CCT with a written management report in respect of all such statistics as may be required by the CCT, in respect of the preceding month, broken down per site, including but not limited to, the statistics reflected in Annexure "A".

4.3.2 The management report, and the data contained therein, shall be presented by the Supplier to the CCT, in such format and manner as the CCT may reasonably require in writing from time to time.

4.3.3 The Supplier shall, also include a report on item 4.2 above with accurate records of queries that are open and queries that have been resolved, in a format as advised by the CCT.

4.4 Financial reporting

4.4.1 The Supplier shall be obliged to do a monthly reconciliation of all Parking fees received, broken down per bay, per day, per site, and shall furnish the CCT with financial statements, on a monthly basis, in accordance with accepted audit and financial principles, and in a format acceptable to the CCT.

4.5 Code of Conduct

4.5.1 The Supplier shall be obliged to ensure that its frontline personnel who are in daily contact with the public, shall at all times, whilst on duty:

4.5.1.1 wear such uniform as agreed between the CCT and the Supplier; and

4.5.1.2 comply with a code of conduct to be approved by the CCT.

4.6 Key Performance Indicators

4.6.1 The Supplier shall comply with the Key Performance Indicators reflected in Annexure "B" and the CCT shall be entitled, without detracting in any manner from the other provisions of this agreement, to impose penalties on the Supplier in terms of Annexure "B".

4.7 Auditor

4.7.1 The Supplier shall appoint, at his own cost, an independent auditor to provide such audit services in respect of the service as the CCT may require, at a maximum frequency of once every 6 months.

4.7.2 The CCT or auditors may at reasonable times inspect and take extracts from the books, records and statements of the Supplier in order to verify the financial matters pertaining to this agreement. The Supplier shall make such books, records and statements available to the CCT or its auditors on demand and shall provide explanations in respect thereof reasonably requested by such persons.

4.7.3 The costs of, and services to be provided by, the auditor shall be agreed between the Supplier, acting on the instructions of the CCT, and the auditor in advance of being incurred and/or rendered. The duties of the auditor may include the following:

4.7.3.1 a regular audit of all monthly income and expenditure and redeemed credit incurred in respect of the provision of the service in terms of this agreement;

4.7.3.2 a regular audit of parking management activities to ascertain compliance with the Supplier's obligations in terms of this agreement;

4.7.3.3 monitoring of whether the Key Performance Indicators reflected in Annexure "B" have been met.

4.8 Terms and conditions applicable to parking

4.8.1 The CCT shall be entitled to specify the terms and conditions applicable to the use by members of the public of parking bays in respect of which the Supplier provides the service, including but not limited to, applicable parking tariffs and hours of operation. The Supplier shall comply with such terms and conditions and shall ensure that such terms and conditions are applicable to the users of such parking bays. The additional payment due to the CCT for additional hours will be calculated proportionally for every hour added per bay ie. The rate divided by the standard daily hours, multiplied by the additional hours of operations.

4.8.2 The CCT shall be responsible for the enforcement of terms and conditions applicable to parking, and the Supplier shall be obliged to provide such reasonable assistance to the CCT as the CCT may require from time to time.

4.9 Annual Management Report

4.9.1 The Supplier shall supply the CCT with an annual report for the previous financial year within the first 15 calendar days of the following month, which must contain all managed parking data for the financial year as specified in Annexure "A". The CCT's financial year runs from 1 July to 30 June.

4.10 Hours of Operation

4.10.1 Currently managed parking areas operate during the following hours

Monday to Friday 08:00 to 17:00

Saturday 08:00 to 13:00,

The CCT may amend these hours in all or specific areas. The additional payment due to the CCT for additional hours will be calculated proportionally for every hour added per bay ie. The rate divided by the standard daily hours, multiplied by the additional hours of operations.

4.10.2 No managed parking on Public Holidays or Sundays unless advised by the CCT.

4.10.3 The Supplier shall utilize a duty roster that makes provision for lunch and comfort breaks, rotation and sufficient relief staff. The Supplier shall utilize a staff management plan where managers take responsibility for the above. These plans are to be made available to the CCT at their request, and may be amended from time to time by the CCT if need be. These plans should include bathroom breaks.

4.10.4 To support Parking Marshals during the hours of operation, the Supplier must ensure that operational and technical support staff shall be available at the Supplier's back office during the hours of operation.

#### 4.11 Parking Marshal Identification Dress Code

4.11.1 Parking Marshals must display a photo identity tag, which contains the following information, full names of Parking Marshal, Company staff number, company name and contact number. The uniform must be submitted to CCT for approval.

4.11.2 Parking Marshals must be neatly attired in an easily identifiable uniform, which is adaptable for use during summer and winter months. It is a further requirement that the Parking Marshal will wear approved summer and winter uniforms that clearly identifies the wearer as a "Parking Marshal" and is highly visible and reflective for safety reasons. Uniforms need to be approved by the CCT.

4.11.3 The CCT may offer advertising opportunities on strategic parts of the uniforms as an additional source of income. All branding that may be needed by the Supplier or allowed on Uniforms shall be approved by the CCT prior to it being applied in order not to compromise these advertising opportunities, nor the branding of The Transport Directorate or the CCT.

#### 4.12 REMUNERATION AND PAYMENT

4.12.1 The Supplier shall, with effect from the commencement date, pay the amount due to the CCT on a monthly basis. The monthly payment will include any penalties imposed on the Supplier due to underperformance in line with the KPI's. The Supplier shall keep accurate records of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate for the month to the CCT by the 5th calendar day of every following month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties raised by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month.

4.12.2 Bays that are not "open to the public for parking" are bays in which the public cannot park their vehicles on any day due to the following reasons:

4.12.2.1 bays being closed to the public for any events, filming or construction, provided that an official permit has been issued in respect of such closure, in terms of the Parking By-Law (2010) or the Filming By-Law (2005), both as amended from time to time,

4.12.2.2 or when bays are closed to the public for parking due to construction or maintenance by the CCT or its Suppliers where an official permit has been issued.

4.12.2.3 When bays are used by any person exempted in terms of The Parking By-law (2010), as amended from time to time).

4.12.2.4 For any other reason approved by the CCT.

4.12.2.5 For any other reason beyond the CCT's control.

4.12.3 The Supplier shall provide the CCT with a schedule of all bays that were closed to the public for parking and detailed reasons therefor (with copies of the official related permits as evidence, where applicable), as well as the dates and times that they were so closed, by the 5th calendar day of the calendar month following the calendar month in which the bays were actually closed to the public for parking. The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall submit all records in the form of a payment certificate to the CCT by the 5th calendar day of every month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties due by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month

4.12.4 The Supplier must provide the CCT with the monthly management report in accordance with clause 3.5, reflecting the number of bays in the sites and the gross monthly income received in respect of the bays. If any bay in a site is not available for public parking due to reasons other than those specified in clauses 3.3.4 and 3.3.5, the Supplier must report same to the CCT in its monthly report, specifying which bay by number and street address and the period of unavailability and reason for same.

4.12.5 It is recorded that all parking income is subject to VAT.

4.12.6 The Supplier is required to open/allocate a bank account, with any of the major banks in South Africa, for the receiving of all parking fees and revenue. The Supplier must provide the CCT with viewing rights to the account at all times. The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate for the month to the CCT by the 5th calendar day of every following month. The CCT shall review such certificate, meet with the Supplier to discuss and include any

penalties raised by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month.

4.12.7 The CCT or auditors may at reasonable times inspect and take extracts from the books, records and statements of the Supplier in order to verify the financial matters pertaining to this agreement. The Supplier shall make such books, records and statements available to the CCT or its auditors on demand and shall provide explanations in respect thereof reasonably requested by such persons.

4.12.8 The Supplier shall ensure that complete and accurate books of account and records are kept and maintained.

## **5 ADDITIONAL BAYS**

5.15 Subject to clause 5.2, in the event that the CCT at any time and from time to time notifies the Supplier in writing that the CCT requires the service for any additional bays within any of the areas(s) that the Supplier is currently managing, the CCT shall, after consultation with the Supplier, specify an implementation plan in respect of any such additional site(s), which implementation plan shall be reasonable in the circumstances, taking into account the CCT's obligation to provide parking services to the public.

5.16 If the CCT notifies the Supplier in writing at any time and from time to time that it requires the service for any additional bays, then the CCT and the Supplier shall in good faith negotiate an implementation plan in respect of any further additional bays which fulfils the CCT's reasonable timing requirements for the provision of the service in respect of such further additional bays.

5.17 Failing agreement between the CCT and the Supplier in terms of clause 5.2, within 2 (two) months of the CCT having given the Supplier notice in terms of clause 5.2, the CCT reserves the right to stipulate a reasonable implementation plan.

## **6 LIMITATION OF LIABILITY**

6.1 The Supplier and/or its employees, agents, concessionaires, suppliers, Suppliers or customers shall not have any claim of any nature against the CCT for any loss, damage, injury or death, which any of them may directly or indirectly suffer whether or not such loss, damage, injury or death is caused through negligence of the CCT or its agents or employees.

## **7 EXCLUSION OF CONSEQUENTIAL LOSS**

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

## **8 INDEMNITY**

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

8.1.1 personal injury or loss of life to any individual;

8.1.2 loss of or damage to property;

8.1.3 arising from, out of, or in connection with the provision by the Supplier of the service in terms of this agreement, save to the extent caused by the gross negligence or wilful misconduct of the CCT.

## **9 WARRANTIES**

9.1 The Supplier warrants that:

9.1.1 all information disclosed by or on behalf of the Supplier to the CCT at any time up to the signature date and in particular, during the bid process preceding the award of this agreement to the Supplier, is true, complete and accurate in all material respects and the Supplier is not aware of any material facts or circumstances not

disclosed to the CCT which would, if disclosed, be likely to have an adverse effect on the CCT's decision (acting reasonably) to award this tender to the Supplier;

9.1.2 The provision of parking management services is fit for its intended use and provision of the service in terms of this agreement;

9.1.3 the Supplier has concluded all the necessary agreements with service providers in order to enable the Supplier to provide the back office service.

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

9.2.1 personal injury or loss of life to any individual;

9.2.2 loss of or damage to property;

9.2.3 arising from, out of, or in connection with the provision by the Supplier of the service in terms of this agreement, save to the extent caused by the gross negligence or wilful misconduct of the CCT.

## 10 SIGNAGE AND PARKING BAY LINES

10.1. The Supplier shall be obliged to provide, update and maintain, at its cost, all tariff stickers on the parking information boards in accordance with the CCT's requirements, standards and specifications.

10.2. All the items referred to in clause 10.1 shall at all times be kept in a neat, clean and serviceable condition.

10.3. The Supplier shall not be entitled to vary the use of any parking bay unless specifically instructed by the CCT to do so.

## 11 INSURANCE

11.1 The Supplier shall, by no later than the implementation date, at its own cost and expense, take out and maintain, for the duration of this agreement, without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

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

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

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

11.1.4 Insurance against common law and public liability for accident or injury to workmen, (referred to as "the insurance policies").

11.2 insurance of all such equipment and/or components of the provision of parking management services which are capable of being insured for its/their full new replacement value against any and all loss or damage from whatever cause arising;

11.3 The supplier shall be obliged to furnish the CCT with proof of the insurance policies, where applicable, as listed in paragraph 11.1.1 to 11.2 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.

11.4 Each of the insurance policies shall name the Supplier as a co-insured for such insurable interest(s) as the Supplier may have in respect of the provision of parking management services. Without detracting from the generality of the foregoing, the Supplier shall be entitled to the same indemnity (ies) as the Supplier is entitled to in terms of each of the insurance policies.

11.5 The Supplier shall not take any action or fail to take any action, or (insofar as is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any of the insurance policies.

11.6 The Supplier shall, as and when required pursuant to the terms of each of the relevant insurance policies, renew each insurance policy and shall furnish the Purchaser with proof of such renewal prior to the relevant renewal date.

11.7 If the Supplier fails to effect and maintain any of the insurance policies and/or fails to pay any premium or premiums that are due and payable in terms of such insurance policies, the Purchaser may itself procure such insurance policies and/or may pay any such premiums required and may recover all premiums or other costs incurred by the Purchaser in doing so from the Supplier on written demand, including deducting such amount paid by the Purchaser from any monies due or which may become due to the Supplier in terms of this agreement.

11.8 The Supplier shall notify the Purchaser immediately upon submitting any claim under any of the insurance policies, accompanied by full details of the event giving rise to the claim. The Supplier shall not settle a claim with the relevant insurance company without the prior written approval of the Purchaser.

11.9 The Supplier hereby indemnifies the Purchaser against any loss or damage, which the Purchaser may suffer as a result of any contravention by the Supplier of the provisions of this clause 11.

## **12 OCCUPATIONAL HEALTH AND SAFETY ACT**

12.1 The sites and any premises from which the Supplier provides the service will for the purposes of the Occupational Health and Safety Act, No. 85 of 1993 be regarded as being under the full control of the Supplier as employer in respect of all persons employed (including sub-contractors and other contractors) on or about the sites and such premises by the Contractor in connection with provision of the service in terms of this agreement.

12.2 The Supplier shall, at its own cost, comply with the provisions of the aforesaid Act and all regulations and safety standards promulgated in terms thereof and shall ensure (in so far as it is reasonably able to do so) that all activities carried out on or about the sites and such premises in connection with the provision of the service are in compliance with the requirements of that Act.

12.3 The Supplier indemnifies the CCT against any claims of whatever nature, which may be made against the CCT by any employee of the Supplier or any other person in consequence of any failure on any part of the Supplier to comply with the provisions of this clause 12.

## **13 COMPLIANCE WITH LAWS**

13.1 The Supplier shall comply with all laws, by-laws, tariffs and regulations, which may apply to the Supplier and/or the implementation of this agreement.

13.2 Without detracting in any manner from the generality of the foregoing, the Supplier shall comply with the provisions of the Occupational Health and Safety Act and shall furnish the CCT with a suitable health and safety plan, as well as written proof of registration of the Supplier as an employer under the aforesaid Act, by no later than the implementation date, appropriate for purposes of implementation of this agreement.

13.3 The Supplier shall comply with all laws relating to wages and conditions generally governing the employment of labour in the jurisdiction of the CCT and shall submit such documentation as the CCT may request from the Supplier at any time as proof of such compliance, including but not limited to, copies of employment contracts and salary slips.

## **14 WORKMEN'S COMPENSATION**

14.1 The Supplier shall, prior to the implementation date, furnish the CCT with written proof that the Supplier is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 and the Supplier shall remain registered as such for the duration of this agreement. The Supplier shall also pay all monies due to the Compensation Fund in terms of the previously mentioned Act.

## **15 ASSIGNMENT**

15.1 The Supplier shall not cede, assign, transfer or delegate any of its rights or obligations in terms of this agreement to any third party without the prior written consent of the CCT.

## 16 FORCE MAJEURE

16.1 In the event that the Supplier is unable to fulfil any or all of its obligations in terms of this agreement, timeously or at all, as a result of an unforeseen event beyond the control of the Supplier, including but not limited to, circumstances such as war, riots, civil disorder, terrorism, earthquakes and strikes, accidents, thefts or vandalism ("a force majeure event"), the Supplier shall, subject to compliance with this clause 16, be excused from performance only of such obligations in terms of this agreement which it is unable to perform as a result of such an event of force majeure.

16.2 For the purposes of clause 16.1, a force majeure event shall not include lack of any governmental approvals (including approvals in respect of which the CCT is the relevant regulatory body) which may be necessary for purposes of implementation of this agreement.

16.3 The Supplier shall: -

16.3.1 take all reasonable steps to mitigate the consequences of a force majeure event;

16.3.2 resume performance of its obligations effected by the force majeure event as soon as practicable and use all reasonable endeavours to remedy its failure to perform.

16.3.3 Demonstrate and show all reasonable steps taken to mitigate the consequences of a force majeure event.

16.4 Upon the occurrence of a force majeure event, the Supplier shall furnish the CCT with a written notice as soon as possible and in any event by no later than within 7 (seven) days of becoming aware of the relevant event of force majeure. Such notice shall give sufficient details to identify the particular event claimed to be an event of force majeure.

16.5 The Supplier shall notify the CCT as soon as the consequences of the event of force majeure have ceased and when performance of its affected obligations can be resumed.

16.6 The CCT reserves the right of approval of whether an event will be considered Force Majeure and if the Suppliers' obligations under 16.3 have been fulfilled.

## 17 DEEMED EVENTS OF BREACH

17.1 The CCT may terminate this agreement immediately by giving notice to the Supplier if the Supplier:

17.1.1 suffers a change in direct or indirect beneficial ownership or control which would affect its ability to comply with its obligations under this agreement;

17.1.2 disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;

17.1.3 ceases or threatens to cease to carry on business;

17.1.4 ceases to be able to pay its debts as they become due;

17.1.5 has any step taken by a creditor to take possession or dispose of the whole or any part of its assets, operations or business

17.1.6 a resolution is passed to place it in business rescue;

17.1.7 takes any step to enter into any arrangement with its creditors;

17.1.8 is liquidated, whether provisionally or finally;

17.1.9 commits an act of insolvency (as defined in the Insolvency Act, No. 24 of 1936 from time to time) or in terms of the Companies Act, 2008;

17.1.10 committed any corrupt or fraudulent act during the bid process or the execution of the agreement;

17.1.11 an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the agreement that benefited that person.

## 18 BREACH

18.1 In the event of any party committing a breach of any provision of this agreement and failing to remedy such breach within 30 (thirty) days (or such shorter period as may be reasonable in the circumstances) of the date of receipt of written notice from the other part requiring it to do so, then the party aggrieved by such breach shall be entitled to either: -

18.1.1 cancel this agreement; or

18.1.2 demand specific performance,

18.1.3 without prejudice to such aggrieved party's entitlement to claim damages.

18.2 Without detracting from the generality of clause 18.1, any failure to meet any of the timeframes specified in the implementation plan shall be deemed a material breach of this agreement.

## 19 DISPUTES

19.1 Any party shall be entitled to declare a dispute by written notice to the other party.

19.2 Any dispute arising out of or in connection with the agreement, including whether or not a dispute exists, shall in the first instance be referred to the City Manager or his nominee to act as mediator, and not as arbitrator, to mediate the resolution of the dispute.

19.3 Should the parties not be able to agree on the mediator, then the chairperson shall select the mediator for the time being of the Arbitration Foundation of Southern Africa ("AFSA"). The costs of the mediator shall be borne by the parties to the dispute in equal shares.

19.4 Should the mediator referred to in clauses 19.2 and 19.3 fail to resolve the dispute within 7 (seven) days of the appointment of the mediator, or within such further period as may be agreed by the parties in writing, then any party shall have the right to require that the dispute be referred to arbitration, in which event it shall be submitted to and determined by arbitration in accordance with the Rules of AFSA by an arbitrator appointed by AFSA, provided that the arbitration shall be held in Cape Town, in a summary manner with a view to it being completed as soon as possible, and shall be conducted in English.

19.5 Nothing contained in this clause shall preclude any party from applying to Court for a temporary interdict or other relief of an urgent and temporary nature.

## 20 HAND-OVER PROVISIONS

20.1 Without detracting from any of the other provisions of this agreement, in the event that this agreement is cancelled or otherwise terminated: -

20.1.1 the CCT may, in its sole discretion, require the Supplier to continue to render the service or part(s) of the service, until such time as the CCT has appointed a new service provider(s) and such new service provider(s) commences provision of any parking management service which the CCT may at that stage require, or the CCT itself commences rendering such service.

20.1.2 The Supplier shall provide the CCT with such full co-operation and assistance as may be required to ensure a smooth and uninterrupted transfer in respect of the provision of the services to a new service provider(s) or the CCT, as the case may be, including but not limited to, enabling the new service provider and/or the CCT to use the database and, without any further reliance by the CCT and/or the new service provider on the Supplier and/or its agents and/or involvement by the Supplier and/or its agents in the future provision of the services and without the Supplier or any of its agents retaining any intellectual property in any aspects of the parking management system which would preclude or impede such a transfer.

20.1.3 The Supplier hereby irrevocably and unconditionally assigns all right, title and interest in and to, and waives all moral rights, title and in interest in and to, the intellectual property rights referred to in this agreement and irrevocably and unconditionally agrees and undertakes to execute any such confirmatory assignment, at the request of the CCT, as the CCT may require to vest in the CCT the intellectual property rights referred to in this agreement. The Supplier shall further, at any time after termination of this agreement, when called upon by the CCT, provide all reasonable assistance to the CCT to enable the CCT to prove subsistence of the intellectual property and the CCT's title to such intellectual property before any court or wherever such proof may be required. For the avoidance of doubt, the provisions of this clause shall survive the termination of this agreement.

## 21 DOMICILIUM AND NOTICES

21.1 The parties choose domicilium citandi et executandi ("domicilium") for the purposes of giving any notice, the payment of any sum, the service of any process and for any other purpose arising from this agreement at their respective addresses as set out in tender document Volume 2, Returnable Documents, Section (3) - Details of tenderer.

21.2 The parties shall be entitled from time to time by written notice to the others to vary their domicilium to any other address within South Africa, which is not a post office box or post restante.

21.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing or email.

21.4 Any notice given and any payment made by one party to the other "the addressee" which: -

21.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

21.4.2 is posted by prepaid registered post from an address within South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the 7th (seventh) day after the date of posting;

21.4.3 is transmitted by email or post shall be deemed (in the absence of proof to the contrary) to have been received within 1 (one) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within 2 (two) hours of the commencement of the following business day where it is transmitted outside those business hours.

21.5 Notwithstanding anything to the contrary contained in this clause 21, a written notice or communication actually received by a party from another, including by way of email, shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium.

## 22 COSTS

22.1 Each party shall bear its own legal costs incurred in respect of the negotiation, preparation and drafting of this agreement.

## 23 GENERAL

23.1 This document constitutes the sole record of the agreement between the parties pertaining to the matters in this agreement save as otherwise expressly provided herein.

23.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in this agreement.

23.3 No addition, variation or agreed cancellation of this agreement shall be of any force and effect unless in writing and signed by or on behalf of the parties.

23.4 No extension of time or indulgence which any party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.

23.5 In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining provisions shall remain of full force and effect.

23.6 If any invalid term is incapable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

23.7 Parking Marshall \ Parking Bay Ratio: Parking Marshall \ Parking Bay ratio must not exceed 15 parking bays per parking marshal, unless otherwise agreed to up front by the CCT on specific instances

## 24 CONFIDENTIALITY

24.1 The parties agree to keep confidential and not to disclose to any person:

24.1.1 the details of this agreement, the details of the negotiations leading to this agreement, and the information handed over to the other party during the course of negotiations, as well as the details of the transactions or agreements contemplated in this agreement; and

24.1.2 all information relating to the business or the operations and affairs of the parties, (together "Confidential Information") unless the disclosing party has received the prior written consent of the other party.

24.2 This clause 24 shall not prevent the parties from disclosing Confidential Information to their shareholders, officers, directors, employees, consultants and professional advisers who:

24.2.1 have a need to know (and then only to the extent that each such person has a need to know);

24.2.2 are aware that the Confidential Information should be kept confidential;

24.2.3 are aware of the disclosing party's undertaking in relation to such information in terms of this Agreement; and

24.2.4 have been directed by the disclosing party to keep the Confidential Information confidential and have undertaken to keep the Confidential Information confidential.

24.3 The obligations of non-disclosure under this agreement do not extend to information that:

24.3.1 is disclosed to a receiving party in terms of this agreement but at the time of such disclosure, such information is in the lawful possession or control of that party and not subject to an obligation of confidentiality;

24.3.2 is or becomes public knowledge, otherwise than pursuant to a breach of this agreement by the Party who disclosed such Confidential Information; or

24.3.3 is required by the provisions of any law, or regulation, or during any proceedings, or by the rules or regulations of any stock exchange to be disclosed, and the party required to make the disclosure has taken all reasonable steps to oppose or prevent the disclosure and has consulted with the other party prior to making such disclosure.

## 25 Clamping

25.1 At the sole discretion of the CCT, the Supplier will be required to implement the CCT's clamping protocol, which may be varied from time to time.

25.2 The intention of the protocol is to clamp vehicles who have accrued large amounts of outstanding parking fees, as indicated hereinbelow.

25.3 The Supplier will record all number plates and keep accurate record of motorists who avoid paying parking fees and deliberately evade the parking marshals.

25.4 The intention of clamping is to change parker's behaviour from gaming the system, evading the marshal by not paying parking fees and hereby increasing the payment rate of parking fees. It is not intended to be used as a mechanism for recovering outstanding debt, however the parker should be given the option of settling their outstanding fees.

25.5 The Suppliers records should actively determine whether a vehicle has outstanding fees when it parks.

25.6 The Supplier will be required to keep record of all vehicles with outstanding payments.

25.7 Although parking is required to be paid up front, it is accepted that a parker may pay for his parking upon their return. It has been determined that parkers indicate they will pay upon their return and then drive off when the marshal is unaware or occupied. When a vehicle as accumulates R500 of outstanding parking fees, the parker of that vehicle must be advised of the outstanding amount, be advised that he is required to pay upfront for all future parking events until their outstanding payments are made and that his vehicle may be clamped.

25.8 The parker must also be advised that until they pay up their previous outstanding fees, they may be repeatedly clamped.

25.9 The CCT may implement a clamp release fee.

25.10 The parker must also be made aware that a clamp release fee penalty may be charged.

25.11 All clamps will be removed at 5pm Mondays to Fridays and 1pm on Saturdays, regardless of whether payment was received, unless otherwise indicated by the CCT.

25.12 When a parker, as contemplated in 25.4 parks, he will be given the option of paying his outstanding parking fees. If the driver chooses not to pay, the outstanding amount will continue to accumulate with any future transgressions. Once the accrued fee has reached R750, the driver will be clamped and a release fee will be required before the clamp is removed. If by 3pm the parker has not returned, then law enforcement or traffic services should be contacted to issue a fine or impound the vehicle.

25.13 The above times and amounts is subject to change at the discretion of the CCT. The Supplier may approach the CCT to amend the above times and amounts with proper motivation for the CCT to consider and implement at its sole discretion.

25.14 The above protocol may be changed at the sole discretion of the CCT.

25.15 The CCT will issue the Supplier the clamping protocol prior to the implementation date of the contract and the CCT will also advise the Supplier on which date the clamping protocol will be implemented.

## 26 Performance Monitoring and Incentives

26.1 The Supplier will pay the amount due to the CCT on a monthly basis. The monthly payment will include any penalties imposed on the Supplier due to underperformance in line with KPI's. The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate for the month to the CCT by the 5th calendar day of every following month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties raised by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month.

26.2 The Supplier will be granted 1 calendar month from the commencement date in order to implement the system before the above reductions are applied.

## 27 Marketing

27.1 The Supplier may embark on marketing campaigns prior and during the contract, at its own cost, after approval of such marketing material by the CCT.

27.2 Such marketing campaigns will be required to be signed off by the CCT prior to any form of communication with the public.

27.3 The Supplier shall also assist in obtaining sample surveys from the public as and when required by the CCT.

**ANNEXURE "A": MONTHLY MANAGEMENT REPORT SPECIFICATIONS**

Notes: The report format will be provided to the Supplier by CCT before the commencement of the contract.

**A. MONTHLY PARKING FEES**

- Parking fees - split into collected and outstanding broken down per area
- Monthly fees collected by each marshal
- Payment rate - broken down per area identifying hotspots of low and high collection rates
- Average occupancy broken down per area identifying hotspots of low and high occupancy areas
- Total Monthly Parking fees collected and outstanding
- List of outstanding fees per month per vehicle
- Fees collected through clamping – broken down by parking fees and penalties if required by the CCT.
- Amount of bays managed per area, per day

**B. BAY MANAGEMENT PER AREA**1. Managed bays

- Number of parking bays managed per area
- GPS Location per bay
- Average parking period (can use an average across the amount of bays per marshal)
- Number of vehicles exceeding posted time limits
- Average occupancy per bay per month
- Average payment Rate per bay month
- Average daily income per bay per day

2. Temporary Lost bays

- Area, location and amount of bays
- Reason for lost bay
- Date from and to
- Official permit number

3. Permanent Lost bays

- Area, location and amount of bays
- Reason for lost bay
- Date from and to
- Official permit number

4. Temporary Lost bays with an official permit

- Area, location and amount of bays
- Reason for lost bay
- Date from and to
- Official permit number

5. Exempted Vehicles (in accordance with the Parking By-Law 2010, as amended from time to time)

- Area, location and amount of bays
- Reason for lost bay
- Date from and to
- Official permit number (if applicable)
- License plate
- Photographic proof
- Copy/photo of officially issued exemption

6. Clamping

- Locations of Bays and clamping events per day
- Registration of clamped vehicles
- Reason for clamping and amount outstanding fees (accurate record)
- Amount of clamping events for month
- Clamp release fees (if applicable)
- License plates, amount owing, occurrences, dates of transgressions and amounts paid/recouped.

**C. QUERIES & COMPLAINTS FROM CALL CENTRE OR DIRECT PUBLIC**

- Total Number of calls\complaints received with unique references and source of complaint
- Complaint categories\queries:
  - Accident\emergency
  - Compliment
  - No parking marshal present
  - Parking-related
  - Payment complaints
  - Poor service
- Average time to respond to and rectify a complaint
- Compliance statistics for KPI's
- Monthly complaints comparison

## ANNEXURE "B": KEY PERFORMANCE INDICATORS (KPI's)

### 1. SUPPLIER KEY PERFORMANCE INDICATORS

- 1.1 The criteria listed in the following clauses will be used to monitor performance for the duration of the contract.
- 1.2 Response to complaints: to calls, letters, emails etc.: 90% (ninety percent) of all reported complaints shall be attended to within 7 (seven) days of having been informed by the Call Centre or CCT, with the remaining 10% (ten percent) within 14 days from date of logging. "Attended to" will include the report back to the Call Centre.
- 1.3 Database: Database has to be operational within one week of implementation date.
- 1.4 Recording of Parking Activities: Not less than 100% (one hundred percent) of all parked vehicles audited by means of a physical count (either by the independent auditor or representative of the CCT) shall have been recorded by the Supplier.
- 1.5 Parking Marshall \ Parking Bay Ratio: Parking Bay per Marshal ratio must not exceed 15 parking bays per parking marshal, unless otherwise agreed to up front by the CCT on specific instances.
- 1.6 The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate to the CCT by the 5th calendar day of every month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties due by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month

### 2. SUPPLIER PENALTIES FOR NON-COMPLIANCE

- 2.1.1 The CCT shall have the right to impose penalties, based on the total value of the monthly payment to the Supplier for any month during which the performance criteria agreed to in the agreement have not been met. This penalty shall apply irrespective of the fact that the non-compliance had been subsequently rectified, and will not be reversed.
- 2.1.2 CCT will have discretion on the application of the penalties, which will be due and payable with the amounts due in the following calendar month.
- 2.1.3 Response to complaints: to calls, letters & emails etc.: Penalties for non-compliance will be R5000 for every week that the complaints are not addressed in accordance with the minimum thresholds in clause 1.1 of this Annexure "C".
- 2.1.4 Database: Penalties for non-compliance will be R5000 for every week in which the database is late.
- 2.1.5 Payments: Non-compliance of monthly payment due to CCT will attract an immediate penalty of R10 000 for every calendar day, from due date, until date eventually paid and reflected in the account of the CCT.
- 2.1.6 Monthly Reports: Non-compliance with KPI requirement that the Supplier submit monthly reports will attract penalties of R10 000 for every 1 (one) day deviation from the KPI and the Supplier will not be entitled to deduct any amounts for unavailable bays from the payments due to the CCT for so long as any monthly report is outstanding.
- 2.1.7 Recording of Parking Activities: Non-compliance with KPI requirements will attract penalties of R10 000 per month for any deviation from compliance.
- 2.1.8 Parking Marshall \ Parking Bay Ratio: Non-compliance with KPI requirements will attract a penalty of R5000, for every instance where the ratio is found not to be complied with, without prior written instruction or agreement by the CCT.
- 2.1.9 Incorrect uniforms by site staff of the Supplier will incur R1000 per occurrence if uniform is not as per the specifications.

## ANNEXURE C: DATABASE OF AREAS TO BE MANAGED

**GROUP 1**

| <b>CAPE TOWN CBD INCLUDING KLOOF STREET</b> |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                     | <b>Approximate Number of Bays</b> |
| Adderley                                    | 31                                |
| Albertus                                    | 14                                |
| Barrack                                     | 29                                |
| Bree  | 279                               |
| Bloem                                       | 30                                |
| Buitengracht                                | 26                                |
| Buiten                                      | 10                                |
| Buitenkant                                  | 58                                |
| Burg  | 37                                |
| Calendon                                    | 11                                |
| Castle                                      | 4                                 |
| Church                                      | 17                                |
| Coen  | 8                                 |
| Commercial                                  | 56                                |
| Corporation                                 | 17                                |
| Darling                                     | 86                                |
| DF Malan                                    | 36                                |
| Dorp  | 87                                |
| Green                                       | 23                                |
| Harrington                                  | 61                                |
| Heernegracht                                | 69                                |
| Hertzog                                     | 4                                 |
| Hout  | 10                                |
| Icon Building                               | 9                                 |
| Incredible Connection                       | 16                                |
| J Craig M Hammer                            | 18                                |
| Jan Smuts                                   | 92                                |
| Jetty                                       | 100                               |
| Keerom                                      | 9                                 |
| L Gradner                                   | 25                                |
| Leeuwen                                     | 24                                |
| Lower Long                                  | 28                                |
| Long  | 174                               |
| Longmarket                                  | 12                                |
| Loop  | 154                               |
| M Hammerschlag                              | 70                                |
| Parade                                      | 25                                |
| Parliament                                  | 22                                |
| Pepper                                      | 59                                |
| Plein                                       | 58                                |

|   |             |
|---|-------------|
| Queen Vic                               | 102         |
| Riebeek                                 | 40          |
| Roeland                                 | 30          |
| Rua Vasco Da Gama                       | 24          |
| Shortmarket                             | 3           |
| Strand                                  | 12          |
| Wale                                    | 29          |
| Civic Lane                              | 12          |
| Hans Strydom                            | 2           |
| Spin                                    | 2           |
| Prestwich                               | 11          |
| Wharf                                   | 19          |
| <b>Number of Bays<br/>(Base amount)</b> | <b>2115</b> |

| <b>Kloof Street</b>                     |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Kloof Street                            | 160                               |
| <b>Number of Bays<br/>(Base amount)</b> | <b>160</b>                        |

| <b>Claremont</b>                        |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Stegman                                 | 15                                |
| Old Stanhope                            | 23                                |
| Brooke                                  | 24                                |
| Grove                                   | 22                                |
| Vineyard                                | 29                                |
| Dreyer                                  | 32                                |
| Corwen                                  | 12                                |
| Cavendish                               | 11                                |
| Ralph                                   | 11                                |
| Station                                 | 10                                |
| Bowwood                                 | 13                                |
| Main                                    | 13                                |
| Claremont Civic                         | 49                                |
| <b>Number of Bays<br/>(Base amount)</b> | <b>274</b>                        |
| <b>Newlands</b>                         |                                   |
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Main                                    | 11                                |
| Dean                                    | 20                                |
| Wilkinson                               | 12                                |
| Off Street Parking Area                 | 26                                |

|   |            |
|---|------------|
| <b>Number of Bays<br/>(Base amount)</b> | <b>108</b> |
|---|------------|

| <b>Bellville</b>                        |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Durban                                  | 72                                |
| Church                                  | 22                                |
| Kruskal                                 | 108                               |
| Voortrekker                             | 67                                |
| Vrede                                   | 57                                |
| Charl Malan                             | 13                                |
| Blankenberg                             | 29                                |
| Cross                                   | 22                                |
| Teddington                              | 10                                |
| <b>Number of Bays<br/>(Base amount)</b> | <b>400</b>                        |

| <b>KENILWORTH</b>                       |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| <b>Main road</b>                        | 55                                |
| <b>Number of Bays<br/>(Base amount)</b> | <b>55</b>                         |

| <b>DE WATERKANT</b>                     |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Strand                                  | 12                                |
| Rose                                    | 12                                |
| Chappini                                | 50                                |
| Waterkant                               | 40                                |
| Hudson                                  | 18                                |
| Dixon                                   | 5                                 |
| Jarvis                                  | 18                                |
| Alfred                                  | 28                                |
| Napier                                  | 57                                |
| Liddle and Cobern                       | 38                                |
| Bennet                                  | 12                                |
| <b>Number of Bays<br/>(Base amount)</b> | <b>230</b>                        |

| <b>GARDENS</b>                          |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Myrtle                                  | 7                                 |
| Buitenkant                              | 26                                |
| St Johns                                | 43                                |
| <b>Number of Bays<br/>(Base amount)</b> | <b>76</b>                         |

| SEAPOINT                                |                            |
|---|----------------------------|
| Street/Road Name                        | Approximate Number of Bays |
| Glengariff                              | 3                          |
| Main Road                               | 212                        |
| Regent                                  | 117                        |
| <b>Number of Bays<br/>(Base amount)</b> | <b>332</b>                 |

**GROUP 2**

| CAMPS BAY                               |                            |
|---|----------------------------|
| Street/Road Name                        | Approximate Number of Bays |
| Victoria                                | 110                        |
| Geneva                                  | 12                         |
| The Drive                               | 14                         |
| Van Kamp                                | 7                          |
| <b>Number of Bays<br/>(Base amount)</b> | <b>143</b>                 |

| WOODSTOCK                               |                            |
|---|----------------------------|
| Street/Road Name                        | Approximate Number of Bays |
| Lower Church towards<br>CBD             | 56                         |
| <b>Number of Bays<br/>(Base amount)</b> | <b>56</b>                  |

| SALTRIVER                               |                            |
|---|----------------------------|
| Street/Road Name                        | Approximate Number of Bays |
| Circle to Lower Church                  | 120                        |
| Saltriver Road                          | 64                         |
| Durham                                  | 72                         |
| <b>Number of Bays<br/>(Base amount)</b> | <b>256</b>                 |

| GREENPOINT                              |                            |
|---|----------------------------|
| Street/Road Name                        | Approximate Number of Bays |
| Ebenezer to York                        | 101                        |
| <b>Number of Bays<br/>(Base amount)</b> | <b>101</b>                 |

| TYGERVALLEY                             |                            |
|---|----------------------------|
| Street/Road Name                        | Approximate Number of Bays |
| Edward                                  | 261                        |
| <b>Number of Bays<br/>(Base amount)</b> | <b>261</b>                 |

| <b>DURBANVILLE</b>                      |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Gladstone                               | 42                                |
| Voortrekker                             | 55                                |
| New                                     | 25                                |
| Oxford                                  | 71                                |
| Cambridge                               | 92                                |
| Wellington                              | 85                                |
| Church                                  | 34                                |
| <b>Number of Bays<br/>(Base amount)</b> | <b>404</b>                        |

**GROUP 3**

| <b>SIMONS TOWN</b>                      |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Main Road                               | 140                               |
| <b>Number of Bays<br/>(Base amount)</b> | <b>140</b>                        |

| <b>FISH HOEK</b>                        |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Main Road                               | 289                               |
| <b>Number of Bays<br/>(Base amount)</b> | <b>289</b>                        |

| <b>MUIZENBERG</b>                       |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Beach road/Surfers<br>corner            | 242                               |
| <b>Number of Bays<br/>(Base amount)</b> | <b>242</b>                        |

| <b>STRAND</b>                           |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Abegglen                                | 29                                |
| Kort                                    | 4                                 |
| Market                                  | 26                                |
| Main                                    | 30                                |
| Van Ryneveld                            | 34                                |
| Beach                                   | 80                                |
| Pickle                                  | 10                                |
| Michau                                  | 18                                |
| Pavillion                               | 126                               |
| <b>Number of Bays<br/>(Base amount)</b> | <b>357</b>                        |

| <b>SOMERSET WEST</b>                    |                                   |
|---|-----------------------------------|
| <b>Street/Road Name</b>                 | <b>Approximate Number of Bays</b> |
| Main                                    | 97                                |
| St James                                | 8                                 |
| Dirkie                                  | 13                                |
| Oak                                     | 7                                 |
| Libri                                   | 13                                |
| Victoria                                | 25                                |
| Drama                                   | 10                                |
| Oudehuis                                | 14                                |
| Church                                  | 27                                |
| Myburgh                                 | 9                                 |
| <b>Number of Bays<br/>(Base amount)</b> | <b>223</b>                        |

**Annexure D: Historical Data**

| Area   | Tariff rates | Operational hours 8am to 5pm |              | The maximum potential income from a bay @ Occupancy and payment rate = 100% |
|--|--------------|------------------------------|--------------|---|
| Rate   | 2024/25      | Hours                        | 15 min slots |   |
| CBD, Claremont, Seapoint   | R 4.80       | 9                            | 36           | R 172.80  |
| Bellville, Newlands, Kloof Street, Gardens, Kenilworth, De Waterkant | R 3.40       | 9                            | 36           | R 122.40  |

| Contractor reported occupancy rates |            |            |            |            |            |              |              |            |            |
|-------------------------------------|------------|------------|------------|------------|------------|--------------|--------------|------------|------------|
| Month                               | CBD        | Bellville  | Claremont  | Seapoint   | Newlands   | Kloof Street | De Waterkant | Kenilworth |            |
| Jan-23                              | 42%        | 45%        | 35%        | 70%        | 31%        | 62%          | 50%          | 54%        |            |
| Feb-23                              | 43%        | 47%        | 31%        | 69%        | 31%        | 61%          | 45%          | 56%        |            |
| Mar-23                              | 42%        | 48%        | 39%        | 65%        | 40%        | 57%          | 44%          | 54%        |            |
| Apr-23                              | 42%        | 49%        | 38%        | 65%        | 40%        | 47%          | 42%          | 55%        |            |
| May-23                              | 40%        | 46%        | 35%        | 63%        | 38%        | 44%          | 41%          | 52%        |            |
| Jun-23                              | 41%        | 46%        | 36%        | 61%        | 39%        | 43%          | 40%          | 53%        |            |
| Jul-23                              | 40%        | 47%        | 38%        | 59%        | 40%        | 40%          | 40%          | 51%        |            |
| Aug-23                              | 41%        | 50%        | 43%        | 66%        | 43%        | 45%          | 45%          | 57%        |            |
| Sep-23                              | 42%        | 51%        | 41%        | 68%        | 44%        | 40%          | 42%          | 54%        |            |
| Oct-23                              | 42%        | 50%        | 42%        | 69%        | 45%        | 41%          | 40%          | 53%        |            |
| Nov-23                              | 46%        | 50%        | 42%        | 69%        | 46%        | 47%          | 45%          | 55%        |            |
| Dec-23                              | 42%        | 45%        | 40%        | 75%        | 43%        | 52%          | 43%          | 52%        |            |
| Jan-24                              | 43%        | 43%        | 40%        | 72%        | 44%        | 50%          | 42%          | 51%        |            |
| <b>Average %</b>                    | <b>44%</b> | <b>48%</b> | <b>44%</b> | <b>65%</b> | <b>43%</b> | <b>62%</b>   | <b>50%</b>   | <b>57%</b> | <b>52%</b> |

| Contractor reported Payment Rates |            |            |            |            |            |              |              |            |            |
|-----------------------------------|------------|------------|------------|------------|------------|--------------|--------------|------------|------------|
| Month                             | CBD        | Bellville  | Claremont  | Seapoint   | Newlands   | Kloof Street | De Waterkant | Kenilworth |            |
| Jan-23                            | 68%        | 57%        | 83%        | 85%        | 85%        | 81%          | 75%          | 82%        |            |
| Feb-23                            | 69%        | 56%        | 85%        | 85%        | 85%        | 80%          | 71%          | 84%        |            |
| Mar-23                            | 67%        | 56%        | 83%        | 84%        | 82%        | 80%          | 72%          | 87%        |            |
| Apr-23                            | 68%        | 55%        | 84%        | 86%        | 83%        | 79%          | 73%          | 89%        |            |
| May-23                            | 66%        | 57%        | 85%        | 85%        | 83%        | 80%          | 75%          | 88%        |            |
| Jun-23                            | 68%        | 60%        | 84%        | 84%        | 84%        | 81%          | 78%          | 87%        |            |
| Jul-23                            | 69%        | 61%        | 85%        | 85%        | 84%        | 80%          | 73%          | 88%        |            |
| Aug-23                            | 70%        | 62%        | 85%        | 84%        | 85%        | 82%          | 75%          | 88%        |            |
| Sep-23                            | 70%        | 60%        | 84%        | 85%        | 86%        | 79%          | 74%          | 86%        |            |
| Oct-23                            | 68%        | 61%        | 83%        | 83%        | 84%        | 78%          | 75%          | 85%        |            |
| Nov-23                            | 66%        | 60%        | 82%        | 82%        | 85%        | 80%          | 77%          | 85%        |            |
| Dec-23                            | 66%        | 61%        | 81%        | 84%        | 82%        | 81%          | 75%          | 84%        |            |
| Jan-24                            | 65%        | 60%        | 80%        | 83%        | 82%        | 80%          | 74%          | 82%        |            |
| <b>Average %</b>                  | <b>66%</b> | <b>55%</b> | <b>85%</b> | <b>89%</b> | <b>88%</b> | <b>81%</b>   | <b>75%</b>   | <b>82%</b> | <b>78%</b> |

| Contractor reported revenue collected per area |                      |                    |                    |                    |                   |                   |                    |                   |
|--|----------------------|--------------------|--------------------|--------------------|-------------------|-------------------|--------------------|-------------------|
| Month  | CBD                  | Bellville          | Claremont          | Seapoint           | Newlands          | Kloof Street      | De Waterkant       | Kenilworth        |
| Jan-23   | R1 948 294.70        | R320 364.40        | R321 738.30        | R752 099.00        | R85 647.10        | R53 753.00        | R225 720.00        | R57 304.00        |
| Feb-23   | R1 936 857.60        | R314 576.70        | R347 627.50        | R709 430.40        | R81 959.00        | R46 379.60        | R211 636.80        | R58 254.30        |
| Mar-23   | R2 002 307.32        | R350 184.04        | R373 946.53        | R719 881.35        | R111 203.02       | R129 133.37       | R228 734.67        | R54 567.45        |
| Apr-23   | R1 659 313.10        | R286 674.70        | R301 087.80        | R601 788.10        | R91 906.10        | R152 274.60       | R180 751.70        | R46 423.40        |
| May-23   | R1 878 497.30        | R341 585.80        | R343 679.60        | R706 037.50        | R106 931.20       | R176 799.80       | R222 019.90        | R53 150.40        |
| Jun-23   | R1 901 906.60        | R344 719.60        | R334 917.90        | R647 690.00        | R106 482.10       | R167 719.00       | R215 968.90        | R51 345.90        |
| Jul-23   | R1 927 848.90        | R366 650.31        | R366 291.30        | R649 077.40        | R111 825.10       | R157 777.88       | R206 960.30        | R51 171.80        |
| Aug-23   | R1 819 843.20        | R327 903.10        | R342 730.00        | R593 482.90        | R99 611.30        | R137 105.00       | R197 850.50        | R47 303.60        |
| Sep-23   | R1 967 212.80        | R374 874.50        | R374 134.10        | R716 627.50        | R120 640.00       | R149 253.10       | R211 020.70        | R50 723.60        |
| Oct-23   | R2 032 192.50        | R397 344.30        | R402 711.60        | R755 084.30        | R128 154.70       | R160 626.60       | R216 604.80        | R52 325.80        |
| Nov-23   | R2 160 271.90        | R390 830.40        | R397 859.70        | R745 986.90        | R132 562.10       | R188 854.30       | R250 178.60        | R54 300.40        |
| Dec-23   | R1 646 701.10        | R298 555.00        | R312 483.30        | R693 463.70        | R99 802.20        | R176 621.00       | R194 397.90        | R42 356.30        |
| Jan-24   | R1 988 787.90        | R336 114.30        | R369 672.20        | R787 914.10        | R122 323.30       | R200 908.80       | R224 402.60        | R48 574.10        |
| <b>Average</b>                                 | <b>R1 701 550.21</b> | <b>R286 633.37</b> | <b>R371 554.69</b> | <b>R691 201.06</b> | <b>R97 161.63</b> | <b>R53 753.00</b> | <b>R205 999.20</b> | <b>R58 507.35</b> |

| Average number of parking bays managed per month |             |            |            |            |            |              |              |            |             |
|--|-------------|------------|------------|------------|------------|--------------|--------------|------------|-------------|
| Month  | CBD         | Bellville  | Claremont  | Seapoint   | Newlands   | Kloof Street | De Waterkant | Kenilworth | Total       |
| Jan-23   | 2127        | 415        | 274        | 315        | 108        | 33           | 180          | 37         | 3489        |
| Feb-23   | 2127        | 415        | 274        | 315        | 108        | 93           | 230          | 45         | 3607        |
| Mar-23   | 2127        | 415        | 274        | 315        | 108        | 133          | 230          | 44         | 3646        |
| Apr-23   | 2127        | 415        | 274        | 315        | 108        | 160          | 230          | 37         | 3666        |
| May-23   | 2127        | 415        | 274        | 315        | 108        | 160          | 230          | 37         | 3666        |
| Jun-23   | 2127        | 415        | 274        | 315        | 108        | 160          | 230          | 37         | 3666        |
| Jul-23   | 2127        | 415        | 274        | 315        | 108        | 160          | 230          | 37         | 3666        |
| Aug-23   | 2127        | 415        | 274        | 315        | 108        | 160          | 230          | 37         | 3666        |
| Sep-23   | 2127        | 415        | 274        | 315        | 108        | 160          | 230          | 37         | 3666        |
| Oct-23   | 2127        | 340        | 274        | 315        | 108        | 160          | 230          | 37         | 3591        |
| Nov-23   | 2127        | 340        | 274        | 315        | 108        | 160          | 230          | 37         | 3591        |
| Dec-23   | 2127        | 340        | 274        | 315        | 108        | 160          | 230          | 37         | 3591        |
| Jan-24   | 2127        | 340        | 274        | 315        | 108        | 160          | 230          | 37         | 3591        |
| <b>Average</b>                                   | <b>2127</b> | <b>392</b> | <b>274</b> | <b>315</b> | <b>108</b> | <b>143</b>   | <b>226</b>   | <b>38</b>  | <b>3623</b> |

| Mode of Payment |      |      |           |      |           |      |          |      |          |      |              |      |              |      |            |      |  |
|-----------------|------|------|-----------|------|-----------|------|----------|------|----------|------|--------------|------|--------------|------|------------|------|--|
|                 | Cash | Card | Cash      | Card | Cash      | Card | Cash     | Card | Cash     | Card | Cash         | Card | Cash         | Card | Cash       | Card |  |
|                 | CBD  |      | Bellville |      | Claremont |      | Seapoint |      | Newlands |      | Kloof Street |      | De Waterkant |      | Kenilworth |      |  |
| Jan-23          | 60%  | 40%  | 95%       | 5%   | 52%       | 48%  | 48%      | 52%  | 49%      | 51%  | 55%          | 45%  | 49%          | 51%  | 55%        | 45%  |  |
| Feb-23          | 58%  | 42%  | 96%       | 4%   | 52%       | 48%  | 49%      | 51%  | 49%      | 51%  | 53%          | 47%  | 48%          | 52%  | 53%        | 47%  |  |
| Mar-23          | 56%  | 44%  | 95%       | 5%   | 53%       | 47%  | 49%      | 51%  | 48%      | 52%  | 56%          | 44%  | 49%          | 51%  | 51%        | 49%  |  |
| Apr-23          | 55%  | 45%  | 97%       | 3%   | 51%       | 49%  | 52%      | 48%  | 49%      | 51%  | 53%          | 47%  | 48%          | 52%  | 52%        | 48%  |  |
| May-23          | 54%  | 46%  | 98%       | 2%   | 52%       | 48%  | 51%      | 49%  | 49%      | 51%  | 52%          | 48%  | 46%          | 54%  | 54%        | 46%  |  |
| Jun-23          | 53%  | 47%  | 96%       | 4%   | 51%       | 49%  | 52%      | 48%  | 48%      | 52%  | 51%          | 49%  | 45%          | 55%  | 52%        | 48%  |  |
| Jul-23          | 55%  | 45%  | 97%       | 3%   | 50%       | 50%  | 51%      | 49%  | 49%      | 51%  | 49%          | 51%  | 43%          | 57%  | 52%        | 48%  |  |
| Aug-23          | 53%  | 47%  | 96%       | 4%   | 51%       | 49%  | 53%      | 47%  | 48%      | 52%  | 49%          | 51%  | 41%          | 59%  | 53%        | 47%  |  |
| Sep-23          | 55%  | 45%  | 97%       | 3%   | 48%       | 52%  | 52%      | 48%  | 49%      | 51%  | 46%          | 54%  | 37%          | 63%  | 55%        | 45%  |  |
| Oct-23          | 54%  | 46%  | 96%       | 4%   | 49%       | 51%  | 51%      | 49%  | 47%      | 53%  | 44%          | 56%  | 34%          | 66%  | 52%        | 48%  |  |
| Nov-23          | 53%  | 47%  | 95%       | 5%   | 47%       | 53%  | 52%      | 48%  | 50%      | 50%  | 41%          | 59%  | 31%          | 69%  | 49%        | 51%  |  |
| Dec-23          | 55%  | 45%  | 93%       | 7%   | 49%       | 51%  | 49%      | 51%  | 50%      | 50%  | 40%          | 60%  | 29%          | 71%  | 48%        | 52%  |  |
| Jan-24          | 56%  | 44%  | 95%       | 5%   | 47%       | 53%  | 47%      | 53%  | 45%      | 55%  | 36%          | 64%  | 24%          | 76%  | 47%        | 53%  |  |

## C.6 SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Insert new clause 1.1A with the following:*

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Delete clause 1.24 and substitute with the following:*

- 1.24. "Service" means the implementation, by the Supplier, of parking marshals collecting parking tariffs by the use of a fully auditable parking management system, to be used in terms of this agreement. The CCT intends to appoint a main tenderer for the provision of a parking management system, in order to provide parking management services in the areas identified as Group 1, 2 and 3 as shown in Annexure C, for the allocation of work.

*Add the following after Clause 1.25:*

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day or Business day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).
- 1.29 "Implementation Plan" means the implementation plan agreed to between the CCT and the Supplier prior to the implementation date, as amended between the CCT and the Supplier from time to time;

- 1.30 "Parking Management System" means the fully auditable parking management system to be implemented by the Supplier, comprising both "back office" and "on street" parking services, for the collection of parking fees due to the CCT, both by means of cash and cashless;
- 1.31 "Parking fees" means the total income/revenue received and collected by the Supplier, from parking, actually paid for and collected under this contract.
- 1.32 "Signature Date" means the date upon which the last-signing party signs this agreement;
- 1.33 "Sites" means the initial sites, and any such additional site(s) as may be added by the CCT, in terms of Annexure C of the specifications, in respect of which the Supplier renders the service in terms of this agreement.
- 1.34 "Implementation date" means the date that the Supplier is required to start providing the service no more than 28 calendar days from commencement date of the contract.
- 1.35 "Parking management day" will be the days that Supplier is required to operate. Currently Mondays to Fridays from 8am to 5pm and Saturdays 8am to 1pm CCT, subject to any changes made by the CCT).

### **3. General Obligations**

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a Consortium/Joint Venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
  - c) Implementation plan, and
  - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Services.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the services 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 and/or services during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Services in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
  - 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
  - 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
  - 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
  - 3.6.4 Regularly inspect the Services to establish that it is being delivered in compliance with the Contract.
  - 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
  - 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
  - 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
  - 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

Add the following clauses after section 3.6:

- 3.7 The supplier shall supply and implement the provision of parking management services, including but not limited to, the management information system and accounting functions.
- 3.8 The parking operations system shall be compatible in all respects with the back office system of the supplier for the management of all or parts of the areas as indicated in Annexure C of the specifications. Group 1 area will be implemented from the commencement date. Group 2 and 3 areas will be added, as and when required by the CCT.
- 3.9 Without detracting from the generality of the a foregoing, the supplier shall be obliged, at all sites where the public is required to pay for parking, to provide auditable point of sale devices to accept cash and card

payments (from all major banks in South Africa) and electronic cashless alternatives, from the public unless advised otherwise by the Purchaser.

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

*Add the following after clause 5.4:*

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

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

5.6 Publicity and publication

The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the 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 agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

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

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

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

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

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

5.8.3.6 The Supplier shall appoint, at his own cost, an independent auditor to provide such audit services in respect of the service as the CCT may require, at a maximum frequency of once every 6 months.

5.8.3.7 The CCT or auditors may at reasonable times inspect and take extracts from the books, records and statements of the Supplier in order to verify the financial matters pertaining to this agreement. The

Supplier shall make such books, records and statements available to the CCT or its auditors on demand and shall provide explanations in respect thereof reasonably requested by such persons.

- 5.8.3.8 The cost and the services to be provided by the auditor in 5.9 shall be agreed between the Supplier, acting on the instructions of the CCT, and the auditor in advance of being incurred and/or rendered.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

*Add the following after clause 5.8:*

5.9 **Protection of Personal Information Act of 2013**

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the CCT's reporting purposes;
- 5.9.2 To the collection and processing of the tenderer's personal information by the CCT and agrees to make available to the CCT, all information reasonably required by the CCT for the above purposes;
- 5.9.3 that the personal information the CCT collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the CCT and its officials, employees, and directors and undertakes to keep the CCT and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the CCT (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the CCT's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the CCT to any third party, where the CCT has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the CCT in relation to you, subject to applicable law; and that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the CCT's processing of its personal information.

## 5.10 **PERFORMANCE MONITORING**

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

## 7. Performance Security

*Delete clause 7.1 to 7.4 and replace with the following:*

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

## 8. Inspections, tests and analyses

*Delete Clause 8.2 and substitute with the following:*

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

## 10. Delivery and documents

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

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

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

## 11. Insurance

*Add the following after clause 11.1:*

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

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

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

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

- 11.2.4 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.2.5 Insurance of all such equipment and/or components of the provision of parking management services which are capable of being insured for its/their full new replacement value against any and all loss or damage from whatever cause arising;
- 11.2.6 Insurance against common law and public liability for accident or injury to workmen, (referred to as "the insurance policies").
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.
- 11.4 The Supplier shall, by no later than the implementation date, at its own cost and expense, take out and maintain, for the duration of this agreement, the following insurance cover in respect of the parking management services (in addition to any other insurance which may be required as a matter of law):
- 11.4.1 insurance of all such equipment and/or components of the parking management services which are capable of being insured for its/their full new replacement value against any and all loss or damage from whatever cause arising;
- 11.4.2 insurance against common law and public liability for accident or injury to workmen, (referred to as "the insurance policies").
- 11.5 Each of the insurance policies shall name the Purchaser as a co-insured for such insurable interest(s) as the Purchaser may have in respect of the parking management services. Without detracting from the generality of the a foregoing, the Purchaser shall be entitled to the same indemnity(ies) as the Supplier is entitled to in terms of each of the insurance policies.
- 11.6 The Supplier shall not take any action or fail to take any action, or (insofar as is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any of the insurance policies.
- 11.7 The Supplier shall, as and when required pursuant to the terms of each of the relevant insurance policies, renew each insurance policy and shall furnish the Purchaser with proof of such renewal prior to the relevant renewal date.
- 11.8 If the Supplier fails to effect and maintain any of the insurance policies and/or fails to pay any premium or premiums that are due and payable in terms of such insurance policies, the Purchaser may itself procure such insurance policies and/or may pay any such premiums required and may recover all premiums or other costs incurred by the Purchaser in doing so from the Supplier on written demand, including deducting such amount paid by the Purchaser from any monies due or which may become due to the Supplier in terms of this agreement.
- 11.9 The Supplier shall notify the Purchaser immediately upon submitting any claim under any of the insurance policies, accompanied by full details of the event giving rise to the claim. The Supplier shall not settle a claim with the relevant insurance company without the prior written approval of the Purchaser.
- 11.10 The Supplier hereby indemnifies the Purchaser against any loss or damage, which the Purchaser may suffer as a result of any contravention by the Supplier of the provisions of this clause 11.

## **15. Warranty**

*Add to Clause 15.2:*

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

## 16. Payment

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

### 16.1 Payment:

16.1.1 The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate to the CCT by the 5th calendar day of every month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties due by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12th calendar day of each month.

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

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

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

*Add the following after clause 16.4*

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

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

16.7 The Supplier shall keep accurate record of all the bays managed on all the days where bays are managed. The Supplier shall also keep accurate records of all permits for bays that are not managed. The Supplier shall submit all records in the form of a payment certificate to the CCT by the 5<sup>th</sup> calendar day of every month. The CCT shall review such certificate, meet with the Supplier to discuss and include any penalties due by the 10th calendar day of each month. Once penalties have been added the Supplier shall review his certificate and submit the updated certificate with proof of payment to the City by the 12<sup>th</sup> calendar day of each month. The Contactor will also provide the CCT with the monthly report for construction and film and events certificates as per clause 16.11 below.

16.8 Bays that are not "open to the public for parking" are bays in which the public cannot park their vehicles on any day due to the following reasons:

- bays being closed to the public for any events, filming or construction, provided that an official permit has been issued in respect of such closure, in terms of the Parking By-Law or the Filming By-Law, both as amended from time to time,
- or when bays are closed to the public for parking due to construction or maintenance by the CCT or its Suppliers from time to time.
- When bays are used by any person exempted in terms of The Parking By-law (2010), as amended from time to time).
- For any other reason approved by the CCT.
- For any other reason beyond the CCT's control.

- 16.9 The Supplier shall provide the CCT with a schedule of all bays that were closed to the public for parking and detailed reasons therefor (with copies of the official related permits as evidence, where applicable), as well as the dates and times that they were so closed, by the 5th calendar day of the calendar month following the calendar month in which the bays were actually closed to the public for parking.
- 16.10 The Supplier must provide the CCT with the monthly management report in accordance with clause 3.5 of the Specifications, reflecting the number of bays in the sites and the gross income received in respect of the bays. If any bay in a site is not available for public parking due to reasons other than those specified in clauses 3.3.4 and 3.3.5 of the Specifications, the Supplier must report same to the CCT in its monthly report, specifying which bay by number and street address and the period of unavailability and reason for same.
- 16.11 It is recorded that all parking income are subject to VAT.
- 16.12 The CCT or auditors may at reasonable times inspect and take extracts from the books, records and statements of the Supplier in order to verify the financial matters pertaining to this agreement. The Supplier shall make such books, records and statements available to the CCT or its auditors on demand and shall provide explanations in respect thereof reasonably requested by such persons.
- 16.13 The Supplier shall procure that complete and accurate books of account and records are kept and maintained, including but not limited to card payment.
- 16.14 Accurate records are to be kept of all cash and cashless payments by the Supplier, which should be submitted with every certificate. Without detracting from the generality of the foregoing, the supplier shall be obliged, at all sites where the public is required to pay for parking, to provide auditable point of sale devices to accept cash and card payments, and electronic cashless alternatives, unless advised otherwise by the Purchaser.
- 16.15 The Supplier shall allow the CCT viewing rights to all bank accounts where parking tariffs are deposited at all times. The CCT will require 24/7 uninterrupted viewing rights to this account.

## **18. Contract Amendments**

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

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

*Add the following to clause 18.1:*

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

## **20. Subcontracts**

*Add the following after clause 20.1:*

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

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

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

## 22. Penalties

*Delete clause 22.1 and replace with the following:*

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

The penalties for this contract shall be as follows: [ ]

21.1.1 The CCT shall have the right to impose penalties, for any month during which the performance criteria agreed to in the agreement have not been met. This penalty shall apply irrespective of the fact that the non-compliance had been subsequently rectified, and will not be reversed.

21.1.2 CCT will have discretion on the application of the penalties, which will be due and payable with the amounts due in the following calendar month.

21.1.3 Response to complaints: to calls, letters & emails etc.: Penalties for non-compliance will be R5000 for every week that the complaints are not addressed in accordance with the minimum thresholds in clause 1.1 of this Annexure "C".

21.1.4 Database: Penalties for non-compliance will be R5000 for every week in which the database is late.

21.1.5 Payments: Non-compliance of monthly payment due to CCT will attract an immediate penalty of R10 000 for every calendar day, from due date, until date eventually paid and reflected in the account of the CCT.

21.1.6 Monthly Reports: Non-compliance with KPI requirement that the Supplier submit monthly reports will attract penalties of R10 000 for every 1 (one) day deviation from the KPI and the Supplier will not be entitled to deduct any amounts for unavailable bays from the payments due to the CCT for so long as any monthly report is outstanding.

21.1.7 Recording of Parking Activities: Non-compliance with KPI requirements will attract penalties of R10 000 per month for any deviation from compliance.

21.1.8 Parking Marshall \ Parking Bay Ratio: Non-compliance with KPI requirements will attract a penalty of R5000, for every instance where the ratio is found not to be complied with, without prior written instruction or agreement by the CCT.

21.1.9 Incorrect uniforms by site staff of the Supplier will incur R1000 per occurrence if uniform is not as per the specifications.

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

### **23. Termination for default**

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

### **23. Termination**

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

23.10 The CCT may terminate this agreement immediately by giving notice to the Supplier if the Supplier:

23.10.1 suffers a change in direct or indirect beneficial ownership or control, which would affect its ability to comply with its obligations under this agreement;

23.10.2 Disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;

23.10.3 ceases or threatens to cease to carry on business;

23.10.4 ceases to be able to pay its debts as they become due;

23.10.5 has any step taken by a creditor to take possession or dispose of the whole or any part of its assets, operations or business

23.10.6 a resolution is passed to place it in business rescue;

- 23.10.7 takes any step to enter into any arrangement with its creditors;
- 23.10.8 is liquidated, whether provisionally or finally;
- 23.10.9 commits an act of insolvency (as defined in the Insolvency Act, No. 24 of 1936 from time to time) or in terms of the Companies Act, 2008;
- 23.10.10 committed any corrupt or fraudulent act during the bid process or the execution of the agreement;
- 23.10.11 an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the agreement that benefited that person.

23.11 The CCT shall be entitled, in its sole discretion, and for any reason whatsoever, to terminate this agreement on two calendar months' written notice to the Supplier.

23.12 The Supplier shall furnish the CCT, at no cost to the CCT, with a full copy of the database (electronic and a hard copy), on each anniversary of the implementation date, upon any further written request from the CCT to do so, and upon termination of this agreement for whatsoever reason at no cost to the CCT, in a format compatible with the CCT's GIS and Excel.

## **26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

## **27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

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

*Add the following after clause 27.5:*

27.6 Any party shall be entitled to declare a dispute by written notice to the other party.

27.7 Should the parties not be able to agree on the mediator, then the mediator shall be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA"). The costs of the mediator shall be borne by the parties to the dispute in equal shares.

27.8 Should the mediator referred to in clause 27.7 fail to resolve the dispute within 7 (seven) days of the appointment of the mediator, or within such further period as may be agreed by the parties in writing, then any party shall have the right to require that the dispute be referred to arbitration, in which event it shall be submitted to and determined by arbitration in accordance with the Rules of AFSA by an arbitrator appointed by AFSA, provided that the arbitration shall be held in Cape Town, in a summary manner with a view to it being completed as soon as possible, and shall be conducted in English.

27.9 Nothing contained in this clause shall preclude any party from applying to Court for a temporary interdict or other relief of an urgent and temporary nature.

## 28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents Suppliers, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

## 31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

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

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

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

*Add the following after clause 32.3:*

32.4 The VAT registration number of the CCT is 4500193497.

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations**

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

## C.7 GENERAL CONDITIONS OF CONTRACT

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

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## 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the services.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

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

7.3 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 Supplier 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 Supplier to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Supplier 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 Supplier(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or Supplier(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 Supplier(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 Supplier(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 Supplier(s) concerned.

**C.8 ANNEXURES**

**Annexure A – Pro Forma Insurance Broker’s Warranty**



*Letterhead of supplier’s Insurance Broker*

Date \_\_\_\_\_

CCT  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:** 106I/2024/25

**TENDER DESCRIPTION:**

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

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

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

*Yours faithfully*

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

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

## **Annexure C - Pro Forma Performance Security/ Guarantee**

**NOT APPLICABLE TO THIS TENDER**

**Annexure D - Pro Forma Advance Payment Guarantee**

**NOT APPLICABLE TO THIS TENDER**

## Annexure F - Tender Returnable Documents

|  |
|--|
| <b>Schedule F.1: Contract Price Adjustment</b> |
|--|

NOT APPLICABLE TO THIS TENDER

**Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.
  
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:  
 Account Holder: \_\_\_\_\_  
 Financial Institution: \_\_\_\_\_  
 Branch Code: \_\_\_\_\_  
 Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

**Note: A copy of the Consortium/Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.**

|  |
|--|
| <b>Schedule F.3: Declaration for Procurement above R10 million</b> |
|--|

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If YES, submit audited annual financial statements:

(i) For the past three years, or

(ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

2.2 If YES, provide particulars:

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

If YES, furnish particulars below

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

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

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

\_\_\_\_\_  
Date

## Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

#### 1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | 80            |
| <b>SPECIFIC GOALS</b>                            | 20            |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

The following definitions shall apply to this schedule:

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE**

**THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**5. POINTS AWARDED FOR SPECIFIC GOALS**

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | To be Completed by the Organ of State     |   | To be Completed by the Tenderer         |   |
|---|---|---|---|---|
|   | Number of points Allocated (90/10 system) | Number of points Allocated (80/20 system) | Number of points claimed (90/10 system) | Number of points claimed (80/20 system) |
| Gender  | 3   | 5   |   |   |
| Race  | 3   | 5   |   |   |
| Disability  | 1   | 3   |   |   |
| Promotion of Micro and Small Enterprises                    | 3   | 7   |   |   |

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number: .....

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

|                              |             |                         |                |
|------------------------------|-------------|-------------------------|----------------|
|                              |             |                         |                |
| <i>Signature of Tenderer</i> | <i>Date</i> | <i>Name and Surname</i> | <i>Address</i> |

|   |    |    |
|---|----|----|
| For official use.                                   |    |    |
| <b>SIGNATURE OF CCT OFFICIALS AT TENDER OPENING</b> |    |    |
| 1.  | 2. | 3. |

|  |
|--|
| <b>Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)</b> |
|--|

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
  - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
    - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
  - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
    - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
    - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
    - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_
  - 3.4 Company or Close Corporation Registration Number: \_\_\_\_\_
  - 3.5 Tax Reference Number: \_\_\_\_\_
  - 3.6 VAT Registration Number: \_\_\_\_\_
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.12.1 If yes, furnish particulars: \_\_\_\_\_

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**  
 3.13.1 If yes, furnish particulars: \_\_\_\_\_
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**  
 3.14.1 If yes, furnish particulars: \_\_\_\_\_
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**  
 3.15.1 If yes, furnish particulars: \_\_\_\_\_
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**  
 3.16.1 If yes, furnish particulars: \_\_\_\_\_

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

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

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

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

**'MSCM Regulations: "in the service of the state" means to be –**

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

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

**Schedule F.6: Conflict of Interest Declaration**

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |

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

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

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

|  |
|--|
|  |
|  |
|  |
|  |
|  |

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

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

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

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

\_\_\_\_\_  
 Date

## Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

**1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**

- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

**2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 2.4   | Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.5.1 | If so, furnish particulars:  |                                 |                                |

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

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

\_\_\_\_\_  
 Date

|   |
|---|
| <b>Schedule F.8: Authorisation for the Deduction of Outstanding Amounts<br/>Owed to the CCT</b> |
|---|

To: THE CITY MANAGER, City of Cape Town

From: \_\_\_\_\_  
(Name of tenderer)**RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT**

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

| Physical Business address(es) of the tenderer | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) |
|---|-----------------------------|--|
|   |                             |  |
|   |                             |  |

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

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) | Inside the CCT municipal boundary (Yes/No) |
|-------------------------------------|-----------------|---|-----------------------------|--|
|                                     |                 |   |                             |  |
|                                     |                 |   |                             |  |
|                                     |                 |   |                             |  |
|                                     |                 |   |                             |  |
|                                     |                 |   |                             |  |
|                                     |                 |   |                             |  |
|                                     |                 |   |                             |  |

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

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

\_\_\_\_\_  
Date

## Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **1061/2024/25** and tender description: **[THE PROVISION OF PARKING MANAGEMENT SERVICES]** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

\_\_\_\_\_  
Signature

Print name:

On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

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



## Schedule F.11: List of Other Documents Attached By Tenderer

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

|    | Date of Document | Title of Document or Description<br>(refer to clauses / schedules of this tender document where applicable) |
|----|------------------|---|
| 25 |                  |   |
| 26 |                  |   |
| 27 |                  |   |
| 28 |                  |   |
| 29 |                  |   |
| 30 |                  |   |
| 31 |                  |   |
| 32 |                  |   |
| 33 |                  |   |
| 34 |                  |   |
| 35 |                  |   |
| 36 |                  |   |
| 37 |                  |   |
| 38 |                  |   |
| 39 |                  |   |
| 40 |                  |   |
| 41 |                  |   |

Attach additional pages if more space is required.

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

\_\_\_\_\_  
Date

**Schedule F.12: Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date



**TENDER NO: 106I/2024/25**

|                                     |  |                      |  |                       |  |  |  |
|-------------------------------------|--|----------------------|--|-----------------------|--|--|--|
| <b>C) Parking Management</b>        | Number of parking bays under management currently or in the past.  | (no of parking bays) |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
| <b>D) Monthly Income management</b> | Years of experience in the implementation, commissioning, maintenance and/or operation of a fully auditable electronic receipt system. | (no of years)        |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |
|                                     |  |                      |  | From: _____ To: _____ |  |  |  |

ii. Legend:

3. Claimed Value – This is the value that the Supplier indicates he meets. This value must be completely matched with the information provided and referenced in column 3, 4, 5, 6 and 7.
4. Contract name/details – The bidder is required to include the full contracts to their submission.
5. Contract period – the bidder is required to indicate the periods as per the attached contracts in 4, to make up the period claimed in 3. If under section 8, the main bidder is claiming experience that is not that of the main company/entity then it must clearly be defined.
6. Location in submission – the bidder must provide the exact reference where the supporting information can be found in their submission that supports 3, 4, 5, 6, 7 and 8.
7. Reference name & contact information – The bidder must provide details of its references for the contracts in order for the CCT to verify the information provided if need be. Include the names, email addresses and contacts phone numbers.

**TENDER NO: 106I/2024/25**

8. Name of company/entity for which the information is provided for – company/entity name corresponding to column 5's periods.

**Note: Should this page not be enough to capture all of the information, the bidder must add duplicates of this page with its submission.**

iii. The supporting documents to be submitted with the submission are as shown below and explain in the required under section:

- A. Experience – documents containing the details of the service agreement constituting the above claimed points. Positive proof such as, but not limited to, full signed contracts, leases, service agreements. “Contracts or service agreements containing proof of the duration and nature of services rendered”
- B. Staff management - documents containing positive proof of employment of 50 or more people
- C. Parking Management - proof being contracts, leases, agreements and clear indication of amounts of bays managed.
- D. Monthly income management - documents briefly describing the receipt system and containing positive proof such as, but not limited to, proof examples of receipts issued to be submitted as part of tender. Provide a brief description of the receipt system implemented and details of the associated contract/s. Also provide examples of transaction documentation, including receipts and back-end accounting system.

It is accepted that the main tenderer may not have all the required project experience. A signed undertaking from a specialist sub-contractor having the required experience, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contract agreement, will be acceptable. The experience of sub-contractors can be used to illustrate compliance with the above minimum requirements. However, the main tendering entity must at least have actual experience in two of the above fields of work ((A) to (D)). This must be clearly defined in column 8.

The work experience presented in compliance with the above must be that of the tendering entity, or sub-contracting company and not of key staff members whom they intend to second for the project.

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

\_\_\_\_\_  
Date

## Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receipting machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receipting machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

DATE: \_\_\_\_\_

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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