



TENDER NO: 235S/2022/23

PROVISION OF SAFETY, SECURITY AND EVENT SUPPORT SERVICES TO THE CAPE TOWN STADIUM (CTS)

CONTRACT PERIOD: 1 JULY 2023, NOT EXCEEDING 3 FINANCIAL YEARS

V5

CLOSING DATE: 20 February 2023

CLOSING TIME: 10:00

TENDER BOX NUMBER: 130

TENDER FEE: R 200.00 Non-refundable tender fee payable to Cape Town Stadium (RF) SOC Limited for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	
TOTAL BID PRICE (Incl. VAT)	Rate-Based Tender
B-BBEE LEVEL CLAIMED	

ISSUED BY:
Cape Town Stadium (RF) SOC Limited Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

TENDER SERIAL NO.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
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(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	09 December 2022
CLARIFICATION MEETING	:	Not Compulsory, But Strongly Recommended.
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Friday 03 February 2023, at the DHL Stadium, Fritz Sonnenberg Road, Cape Town, Entrance Gate 00, Parking Level 01, Foyer A, 1st Floor South Conference Room at 10:00 to 11:30
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the City of Cape Town, Tender & Quotation Boxes Office , 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) Completed 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 “235S/2022/23: Provision of safety, security and event support services for the Cape Town Stadium (CTS)” , the CTS tender box No 130 and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
DHL STADIUM TENDER REPRESENTATIVE (TECHNICAL) :		Allen Pietersen – Head: Facilities
DHL STADIUM TENDER REPRESENTATIVE (ADMINISTRATIVE):		Blake D’Oliveira – Supply Chain Management
Email:		Blake.DOliveira@capetown.gov.za

(2) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

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

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

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

(3) FORM OF OFFER AND ACCEPTANCE

TENDER NO. 235S/2022/23: Provision of safety, security and event support services for the Cape Town Stadium (CTS)

PART A (TO BE FILLED IN BY TENDERER):

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

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

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

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the Cape Town Stadium (RF) SOC Limited;
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 render all or any of the services described in the tender document to the Cape Town Stadium (RF) SOC Limited 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 (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

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

Date

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FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 235S/2022/23: Provision of safety, security and event support services for the Cape Town Stadium (CTS)

PART B (TO BE FILLED IN BY DHL STADIUM (RF) SOC LIMITED)

By signing this *Form of Offer and Acceptance* the DHL Stadium (also referred to as the 'Purchaser'):

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER")** _____ ,
thereby concluding a contract with the supplier for a contract period commencing on [•] and terminating on [•];
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
The CEO of Cape Town Stadium (RF) SOC Ltd

Print name(s):
(duly authorised in terms of the authorities
Framework as approved by board of Directors,
Cape Town Stadium (RF) SOC Ltd.

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CAPE TOWN STADIUM (RF) SOC LTD)

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

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

(4) PRICE SCHEDULE

Pricing Instructions:

- 4.1 Prices must be quoted in South African currency and be **exclusive of value-added tax (VAT)**. VAT must be displayed separately on the invoices (if applicable).
- 4.2 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.
- 4.3 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.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Prices must be given according to the units in this Schedule.
- 4.6 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.7 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, may be interpreted as no offer having been submitted and may deem the entire offer non-responsive.**
- 4.7.1 Where no rate has been entered, CTS will provide the bidder with an opportunity to confirm where the line item is to be evaluated at a nil rate, i.e. that there is no charge for that item. Bidders will not be allowed to submit a new or revised rate in the above instance and should the bidder not confirm that the item is to be evaluated at a nil rate, then the offer will be deemed non-responsive.
- 4.8 Bidders are hereby informed that the rates tendered will be applied/multiplied against quantities predetermined by the evaluation committee (referred to as the "evaluation basket"). The total price of the evaluation basket will be used to compare and evaluate the offers in terms of the 80/20 or 90/10 (whichever is applicable) price and preference scoring criteria.
- 4.9 Prices tendered below shall be subject to adjustment in accordance with **Schedule 8**. Firm prices will not be considered for the duration of the Contract and the tender will be declared non-responsive unless in accordance with Schedule 8.
- 4.10 The CTS intends to appoint one (1) Service Provider only.
- 4.11 **Usual items such as batons, handcuffs, pocket books and pens (plus whistles and approved luminescent bibs) are deemed to be standard equipment of Security Officers. As part of the standard equipment, personnel shall also be equipped with flashlights (in winter, at night and as indicated under specific requirements within CTS Site Instructions) as well as raingear in winter.**
- 4.12 Overtime: The prices must include overtime that may fall within the 12-hour shifts. Where individual Security Officers are required by CTS to perform services in excess of 12 (twelve) hours per shift, then the Hourly rates below will become applicable for the excess.
- 4.13 Any additional cost that may occur (other than specified in the relevant Site Order / Works Document) must be specified by the Contractor and presented in writing to the client for approval before being incurred.
- 4.14 Should it be established during the course of the contract that Security Officers of lower grade have been provided; a penalty shall be incurred in addition to a price/rate adjustment. In any instance of the

placement of Officers with no training, no payment shall be made. Any overpayments already made shall forthwith be recovered from the time a lower graded or untrained Security Officer is supplied. Additionally, the Breach/Default clause may be applied.

- 4.15 Tenderers must ensure that at all times they comply with any legislation which in any manner whatsoever impacts upon the employment, conditions of service and pay rates of Security Officers.
- 4.16 The rights fee to be paid on an annual basis on the anniversary date. Year two (2) and three (3) will be subject to adjustment in accordance with **Schedule 8**.
- 4.17 The event fee payable to Cape Town Stadium will stay at 15% per invoice (for events attended) for the duration of the contract.
- 4.18 Tenderers are required to price for all items as per the Pricing Schedule, **failing which will deem the tenderer non-responsive**.

PRICE SCHEDULE

Schedule 1: Unit rates for Security Officers

General Requirements for use by CTS – Including Access Control, Parking Control, Control Room Operating, Crowd Control, Events Management services, Risk Assessments i.e.: Fire Safety, Security, Occupational Health and Safety, Emergency Management and transporting to and from points of duty and two inspections per 12-hour shift by a senior Security Officer

ITEM No.	RATES FOR SECURITY OFFICERS	RATE IN RAND (EXCLUDING VAT)			
		GRADE A	GRADE B	GRADE C	GRADE D
1. MONTHLY RATES					
1.1	<p>Monthly rate for a Security Officer working a 12-hour shift per day from Monday to Friday both days inclusive.</p> <p>This rate shall apply to both day and night shifts as well as to any public holiday(s) which may fall during the period Monday to Friday.</p>	Per Month R.....	Per Month R.....	Per Month R.....	Per Month R.....
1.2	<p>Monthly rate for a Security Officer working a 12-hour shift per day from Monday to Saturday both days inclusive.</p> <p>This rate shall apply to both day and night shifts as well as to any public holiday(s) that may fall during the period Monday to Saturday.</p>	Per Month R.....	Per Month R.....	Per Month R.....	Per Month R.....
1.3	<p>Monthly rate for a Security Officer working a 12-hour shift per day from Monday to Sunday both days inclusive.</p> <p>This rate shall apply to both day and night shifts as well as to any public holiday(s) that may fall during the period Monday to Sunday.</p>	Per Month R.....	Per Month R.....	Per Month R.....	Per Month R.....
2. WEEKLY RATES					
2.1	<p>Weekly rate for a Security Officer working a 12-hour shift per day from Monday to Friday both days inclusive.</p> <p>This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the period Monday to Friday.</p>	Per Week R.....	Per Week R.....	Per Week R.....	Per Week R.....
2.2	<p>Weekly rate for a Security Officer working a 12-hour shift per day from Monday to Saturday both days inclusive.</p> <p>This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the period Monday to Saturday.</p>	Per Week R.....	Per Week R.....	Per Week R.....	Per Week R.....

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		RATE IN RAND (EXCLUDING VAT)			
ITEM No.	RATES FOR SECURITY OFFICERS	GRADE A	GRADE B	GRADE C	GRADE D
2.3	<p>Weekly rate for a Security Officer working a 12-hour shift per day from Monday to Sunday both days inclusive.</p> <p>This rate shall apply to both day and night shifts as well as to any public holiday(s), which may fall during the period Monday to Sunday.</p>	Per Week R.....	Per Week R.....	Per Week R.....	Per Week R.....
3. DAILY RATES					
3.1	<p>Daily rate for a Security Officer working a 12-hour shift per day / night as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p>	Per Day R.....	Per Day R.....	Per Day R.....	Per Day R.....
3.2	<p style="text-align: center;">Overtime / Additional duties</p> <p>Hourly rate for a Security Officer as and when required by CTS. This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p> <p>Note: These Hourly Rates are for use in the calculation of overtime when required by CTS management, and for use in the event of ad-hoc hire of additional personnel for a period of less than 12 hours.</p>	Per Hour R.....	Per Hour R.....	Per Hour R.....	Per Hour R.....

Schedule 2: Rates for Specialised Officers

1	SPECIALISED SERVICES	RATE (Excluding VAT)
1.1	<p>Daily Rate for an Investigator working a 12-hour shift per day / night as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p>	R.....
1.2	<p>Hourly Rate for an Investigator as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p> <p>Note: These Hourly Rates are for use in the calculation of overtime when required by CTS management, and for use in the event of ad-hoc hire of additional personnel for a period of less than 12 hours.</p>	R.....
1.3	<p>Hourly Rate for a competent <i>Health & Safety Officer</i>, with relevant qualification and experience working per day / night as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p> <p>Note: These Hourly Rates are for use in the calculation of overtime when required by CTS management, and for use in the event of ad-hoc hire of additional personnel for a period of less than 12 hours.</p>	R.....

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1	SPECIALISED SERVICES	RATE (Excluding VAT)
1.4	<p>Daily Rate for a competent <i>Health & Safety Officer</i>, with relevant qualification and experience working per day / night as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p>	R.....
1.5	<p>Monthly Rate for a competent <i>Health & Safety Officer</i>, with relevant qualification and experience working per day / night as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p>	R.....
1.6	<p>Monthly Rate for a competent <i>Site Security Manager</i>, with relevant qualification and experience working per day / night as and when required by CTS.</p> <p>This rate shall apply to both day and night shifts as well as to any weekends / public holiday(s) which may fall during the shift.</p>	R.....

Schedule 3: Rental rates for Equipment to be used by Security Officers

ITEM No.	EQUIPMENT As Required by CTS, in addition to standard equipment	MONTHLY RATE IN RAND (EXCL VAT)	WEEKLY RATE IN RAND (EXCL VAT)	DAILY RATE IN RAND (EXCL VAT)
1.1	Communication / Monitoring:	--	--	--
	1.1.1 Cell Phone	R.....	R.....	R.....
	1.1.2 Two-way Radio**	R.....	R.....	R.....*
	1.1.3 Portable GPRS/GPS comms***	R.....	R.....	R.....
	1.1.4 Torches (Light Saver)	R.....	R.....	R.....
	1.1.5 Tagging System*** (Monitoring Patrols on Foot)	R.....	R.....	R.....
1.2	Hire of Guard Shelter ("Hut"/Sentry Box) – Suitable Temporary Unit – Including Delivery & Removal	R.....	R.....	R.....
1.3	Hire of Portable Toilet (Delivered, Serviced, & Removed)	R.....	R.....	R.....
1.4	Hand-held Metal Detector (with batteries in full working order)	R.....	R.....	R.....
1.5	Walk Through Metal Detector	R.....	R.....	R.....
1.6	X-Ray Belt Scanner	R.....	R.....	R.....
1.7	Hand-held Vehicle Chassis Inspection Equipment (with mirror)	R.....	R.....	R.....
1.8	Base Radio	R.....	R.....	R.....
1.9	Online electronic occurrence book	R.....	R.....	R.....
1.10	Golf Carts	R.....	R.....	R.....
1.11	Segway	R.....	R.....	R.....
1.12	Polygraph Services	R.....	R.....	R.....

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ITEM No.	EQUIPMENT As Required by CTS, in addition to standard equipment	MONTHLY RATE IN RAND (EXCL VAT)	WEEKLY RATE IN RAND (EXCL VAT)	DAILY RATE IN RAND (EXCL VAT)
1.13	Emergency Evacuation Chair	R.....	R.....	R.....
1.14	Basic First Aid Kit	R.....	-	-
1.15	Life Support First Aid Kit	R.....	-	-
1.16	Disaster First Aid Kit	R.....	-	-
1.17	Under Vehicle Search Mirror	R.....	R.....	R.....
1.18	Megaphone	R.....	R.....	R.....
1.19	Traffic Cones	R.....	R.....	R.....
1.20	Traffic Barrier	R.....	R.....	R.....
1.21	Anemometer	R.....	R.....	R.....
1.22	Noise Level Meter	R.....	R.....	R.....
1.23	Vehicle Licence & Disk Scanner	R.....	R.....	R.....
1.24	Vehicle and Trailer for Road closures	R.....	R.....	R.....

Note:

- * *Daily Rates tendered for hand-held radios shall be based on a 12 (twelve) hours shift.
- * *Please attach full descriptions of Portable Alarm System / GPRS/GPS comms / Tagging system

Schedule 4: Rates for items not covered in the service agreement

ITEM NO.	DESCRIPTION	PERCENTAGE MARK UP (%)
1.1	RATES FOR MATERIAL ITEMS NOT COVERED BY THE SERVICE AGREEMENT	
	Profit Margin / Mark-up (%)	%
1.2	RATES FOR SPECIALIZED EQUIPMENT RENTAL NOT COVERED BY THE SERVICE AGREEMENT	
	Profit Margin / Mark-up (%)	%
1.3	RATES FOR PROVISION OF SPECIALIZED SERVICES NOT COVERED BY THE SERVICE AGREEMENT	
	Profit Margin / Mark-up (%)	%

NOTE: Proposed mark-ups of greater-than 10% may not be considered market-related, and CTS may require bidders to justify the proposed mark-up during evaluation. Should a mark-up of greater-than 10% be submitted, it will be subject to negotiation of the final unit rates and fees applicable to the contract (i.e. in line with Section 24 of the CTS SCM Policy).

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Schedule 5: Revenue Based Offer

ITEM	DESCRIPTION	UNIT	CONTRIBUTION TENDERED RATE (AMOUNT EXCLUDING VAT) PAYABLE TO THE CAPE TOWN STADIUM
1.1	Rights Fee (*)	Annually	R226,000
1.2	Event Fee (**)	per event	15% based on invoice

(*) **Right to refer your company as a "preferred supplier to the CTS" in their designated field of expertise. Right to negotiate additional branding inventory including signage, LED and screen space.**

(**) **15% all invoices generated off event invoices directly secured from the CTS – Labour Only.**

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(5) SPECIFICATION(S)

CTS is the Municipal Entity responsible for the operations of the DHL Stadium. Part of the responsibility of CTS is the commercialization of the Stadium. As part of this initiative, CTS has put in place a commercial framework for the delivery of services at the Stadium.

While each tender will be awarded separately, there is an interdependence between the tenders and that of the operational services providers appointed by CTS. The service providers will be required to work together in the delivery of service at the Stadium.

The intention of this tender is to appoint one (1) suitably qualified service provider to render security services to CTS on a day-to-day basis and event security services to its clients.

5.1 SCOPE OF WORK

5.1.1 GENERAL

The successful service provider must cater for the CTS, including all its tiers, covering approximately 172 500m which is designed to seat approximately 57 000 people, including a possible 12 000 standing on the pitch, to increase the capacity to approximately 67 000 people. Included in the stadium surface area are, but not limited to, 1170 parking bays, various plant and equipment rooms, storage areas, lounges and suites.

There are ten (10) distinctly different service scenarios which need to be catered for. This being specific to:

- Day to Day static guarding / Access and Egress Control
- Crowd Management and Control
- Control Room operations
- Parking Control and road closures
- Risk Assessment Services: (to cover Security Management, Fire Safety, Occupational Health and Safety and Emergency Management)
- Fire Team Services
- Occupational Health & Safety Representative Services (Full-Time basis for duration of contract)
- Event Security Deployment and Management
- Investigation Services
- Polygraph Services

The stadium has been constructed, as a multi-purpose event hosting facility, where the stadium can be used for an array of different events, ranging from, but not limited to, sporting events, displays, conferencing, music concerts or political gatherings. For these scenarios, staffing would need to be calculated on anticipated patronage numbers.

Event specific staffing would in broad terms consist of the following categories and have minimum **Grade C** with **Special Event Security qualifications**:

- Special Event Security Staff
- Parking stewards doing ticket control.
- Access Control Stewards at turnstiles doing searching and ticket control
- Extraction teams for removal of and dealing with unacceptable and anti-social behaviour.

Access to the stadium's podium by foot, could be possible for the public throughout the year during normal

office hours, except for times directly preceding scheduled events. Vehicle access will be via the P1A vehicle entrance, P2 (Fort Wynyard) or Gate D (Delivery Gate).

The P1A entrance will be manned on normal non-event and working days only from 06h00 to 18h00. However, on event build-up days as well as during in times of necessity be extended to 24/7. Entrance will only be granted to permit holders and those with pre-arranged access where all vehicles entering will be scanned. The entrance itself is large enough to accommodate most vehicles prevalent on South African roads.

The event day security staff compliment will vary as required; to be in line with the risk level assessment of the specific event by the committee tasked with this issue.

It is incumbent on the service provider who will be required to furnish all labour, uniforms (including protective clothing), badges and identity cards, relevant to service providers, as well as equipment, materials, supplies and supervision in order to perform the required service to CTS in an efficient and satisfactory manner and according to site instructions. The tenderer is to submit sufficient proof that they have experience in managing and delivering fully comprehensive security services to major stadiums or venues in South Africa, where the occupancy of the venue has been in excess of 40 000 PAX.

5.2 SERVICE REQUIREMENTS

5.2.1 DEFINITIONS / DUTIES / ROLES AND RESPONSIBILITIES

For the purposes of this Tender and in the Contract the following words and expressions shall have the meanings hereby assigned to them, unless inconsistent with or expressly indicated otherwise by context

–

- 5.2.1.1 **24/7** shall mean twenty-four hours a day, seven days a week – i.e. every day and night of any year.
- 5.2.1.2 **Approved or Approval** shall mean approved shall mean "*approved*" or "*approval*" by CTS's Representative, CTS's duly appointed Security Services department official / *Co-ordinator*.
- 5.2.1.3 **Area Patrol** shall mean the area to be patrolled by the Contractor, as instructed in writing by CTS.
- 5.2.1.4 **Code of Conduct** shall mean the Code of Conduct for Security Officers as prescribed by the Law.
- 5.2.1.5 **Contractor** shall mean a successful Tenderer whose tender has been accepted by CTS and shall include the Tenderer's legal personal representative, heirs, successors and approved assignees.
- 5.2.1.6 **Contract** shall mean the properly completed original Tender document including all CTS's conditions together with the acceptance in writing by CTS of the submitted Tender, as well as including any written Site Orders.
- 5.2.1.7 **Contract Price(s)** shall mean the price(s) tendered by the Tenderer/Contractor and accepted by CTS for the execution of the contract.
- 5.2.1.8 **CTS** shall mean the Cape Town Stadium, which for the purposes of the *Private Security Industry Regulations* is **the Client** of each successful Tenderer.
- 5.2.1.9 **CTS Co-ordinator** shall mean the person(s) designated as such.

- 5.2.1.10 **the Law** shall mean any applicable law, regulation, proclamation, ordinance, act of parliament or other enactment having force of law.
- 5.2.1.11 **Month** shall mean calendar month.
- 5.2.1.12 **the Parties** shall mean collectively CTS and the Contractor.
- 5.2.1.13 **Rate(s) or Price(s) for Security Services** shall mean the rate(s) / prices as set out in the Price Schedule in this Tender.
- 5.2.1.14 **Health & Safety Agent** – a person with a minimum SAMTRAC qualification from NOSA and who has the following duties:
- (a) Develop, implement and maintain an effective program and ensure compliance to satisfy the requirements of local legislation e.g. the OHSA, COID and Environmental Conservation Acts and relevant Regulations.
 - (b) Develop systems to ensure all employees comply with all relevant legal safety requirements
 - (c) Identify safety training needs, organise and co-ordinate safety training courses and prepare training material where appropriate
 - (d) Co-ordinate the monthly safety meeting (HASCOM):
 - ensure meeting times are set
 - agendas are sent out
 - minutes are kept and sent out
 - ensure that all support documentation, in respect of the safety program is received on time and in the correct format, from all concerned parties
 - (e) Assist in appointment of safety representatives for all departments
 - (f) Communicate changes in Safety and Environment legislation to Management
 - (g) Evaluate incident forms, surveys, audits, assessments to establish root causes and together with Supervisors and Managers concerned, formulate a plan of action to correct non-compliant behaviour or conditions
 - (h) Liaise with onsite contractors to ensure their compliance with Company safety regulations and adherence to safety standards, including basic safety induction training, monthly meetings, etc.
 - (i) Conduct surveys, assessments and audits as required to identify and minimise the risk to company and employees
 - (j) Identify unsafe acts, conditions, and hazards, investigate root causes and identify corrective and preventative actions and report to management
 - (k) Coordinate safety permit procedures where risks are identified: working at heights, vehicle access permits, etc.
 - (l) Co-ordinate at least two evacuation exercises per year to ensure that all staff become familiar with these procedures.
 - (m) Assist with the formulation of emergency/contingency plans for:
 - Natural disasters
 - Industrial action
 - Political unrest
 - Fire
 - Explosions
 - Bomb threats
 - (n) Review and update Emergency Procedures as and when necessary etc.
 - (o) Represent CTS in the VOC at major events
 - (p) Draft an event specific safety file for each major event, ensuring compliance in terms of H & S
 - (q) Ensure that the Client's best interests are met by scrutinising event plans
 - (r) Attend & minute H & S meetings on a weekly basis with the Client

5.2.1.15 **Security Manager, Grade A** means the person registered in terms of the Private Security Industry Regulation Act 56 of 2001 and designated as such by the Contractor and who is graded as such with PSIRA and has a minimum SAMTRAC qualification from NOSA who performs any one or more of the following duties:

- (a) Planning, Leading and Organizing of Resources to optimize effectiveness, efficiency and productivity.
- (b) Co-ordinating Actions / Tasks / Deliverables
- (c) Control (policies, processes, personnel, equipment and customer relations)
- (d) Investigative Skills and Risk Assessment; as a pro-active (prevention) and re-active (investigation) measure to highlight and report on all aspects of risks / incidents i.e.: Security, Fire, OHS and / or Emergency Management.
- (e) Report Writing
- (f) Risk Management
- (g) Project Management
- (h) Co-ordination of Administrative Workflow
- (i) Customer Communication and Relations
- (j) Solving Problems and Hazard Identification
- (k) Attending Meetings with CTS's Management members
- (l) Relieve the Health & Safety Agent, where & when required

5.2.1.16 **Control Room Manager, Grade A** means the person registered in terms of the Private Security Industry Regulation Act 56 of 2001 who performs any one or more of the following duties:

- (a) Monitor CCTV, when necessary search CCTV information.
- (b) Handle all calls to the Control Room and relay necessary information as appropriate.
- (c) Act as link with external authorities as directed by Supervisor/Manager
- (d) Provide administrative support to security teams.
- (e) Maintain security systems/procedures within department.
- (f) Maintain central key register and order keys on instruction from Supervisor/Manager.
- (g) Act as liaison with other parties such as fire officer, H&S, during tests and/or as required or when instructed by Supervisor/Manager.
- (h) Log and monitor helpdesk requirements as reported by security teams.
- (i) Monitor car parking via CCTV and provide information on vehicles to security teams as required.
- (j) Log contractors requiring access to site and sign in/out keys where authorised.
- (k) Relay messages through radio control system.
- (l) Upkeep and maintenance of Security radios and other such equipment
- (m) Upkeep regular OB entries and reports
- (n) Manage control room operators

5.2.1.17 **Security Officer, Grade B** means an employee who is graded as such with PSIRA and who performs any one or more of the following duties:

- (a) Exercising operational control in terms of Security Management, Fire Safety, OHS, Emergency Management and First Aid / Medical.
- (b) Co-ordinating Actions / Task / Deliverables in relation to access control, parking control, crowd control, stewardship and other specified within this Tender.
- (c) Investigative Skills and Risk Assessment; as a pro-active (prevention) and re-active (investigation) measure to highlight and report on all aspects of risks / incidents i.e.: Security, Fire, OHS and / or Emergency Management.
- (d) Report Writing
- (e) supervising / controlling Security Officers Grade C or D;

- (b) driving a motor vehicle in the course of inspecting or supervising or controlling Security Officers;
- (c) may be called upon to perform any or all of the duties of a Security Officer Grade C if required;
- (d) reporting and advising on security matters;
- (e) deputizing for the Security Manager in his / her absence.

5.2.1.18 **Security Officer, Grade C** means an employee who is graded as such with PSIRA and who performs any one or more of the following duties:

- (a) supervising or controlling Security Officers, Grade D;
- (b) driving a motor vehicle in the course of supervising or controlling Security Officers, Grade D or;
- (c) driving a motor vehicle for the purposes of transporting Security Officers and who may be called upon to perform any or all of the duties of a Security Officer Grade D;
- (d) performing Security Receptionist / Access Control duties / Parking Control / Crowd Control Duties / Stewardship duties / Fire Marshall / First Aid / Occupations Health & Safety Representative duties (with a good public relations image and with computer skills; for rendering services).
- (e) controlling or reporting on the movement of persons, contractors, assets, vehicles through check-points or gates;
- (f) searching persons and, if necessary, restraining them; and
- (g) searching of goods or vehicles.

5.2.1.19 **Investigation Services** – Competent person registered with relevant controlling body on an As-And-When basis and who performs any one or more of the following duties:

- (a) Conducts surveillance, both fixed and mobile
- (b) Interviews persons in order to obtain information or facts pertaining to the case or claim
- (c) Performs background/activity checks and courthouse research
- (d) Obtains video evidence, written statements and documentation of subjects
- (e) Gathers and submits evidence
- (f) Records findings in investigative reports
- (g) Testifies to the collected facts obtained for investigations in hearings or courts of law as needed.
- (h) Evaluate information/intelligence for management purposes

5.2.1.20 **Control Room Operators - Grade B** means an employee who is graded as such with PSIRA and performs the following functions:

- (a) To monitor telephone calls, alarms, lifts GSM/intercoms, CCTV, control room access and radios.
- (b) To Record all incidents / occurrences and detailed action log and / or keep an electronic log of events.
- (c) To Report all incidents / occurrences to the Control Room Supervisor of the specific shift; in his/her absence report to the stand- in / stand-by or alternatively the Dayshift Supervisor and / or Security Manager.
- (d) Dispatching will only be done in the absence of any of the above.

5.2.1.21 **Safety & Security Risk Assessment/Analyses means a Report to** be submitted to the relevant client for each facility on a weekly/monthly basis (as determined by the relevant responsible CTS Department). This Report should focus on all possible physical and technical measures in relations to Safety & Security Risks (to cover all aspects of Security Management, Fire Safety, Occupational Health and Safety and Emergency Management in the format prescribed by the authorised CTS's representative.

- 5.2.1.22 **Security Services** as the subject matter of this tender and the ensuing contract shall mean the provision of Security Services as provided for in terms of this Tender.
- 5.2.1.23 **the Specification** shall mean the Tender Specification and include the descriptions in the Price Schedule as well as the Functionality Questionnaire, all as issued by CTS in this Tender document.
- 5.2.1.24 **Site** shall mean the stadium / facility / building(s) or land or any other place in which or on which or over which the services are to be rendered.
- 5.2.1.25 **Site Orders**, which could also be referred to as **Site Instructions**, shall mean the written orders / instructions given to the Contractor by the CTS official, appointed security representative or Site Manager.
- 5.2.1.26 **Writing** shall include any manuscript, typewritten or printed statement, under or over signature or seal as the case may be.

During the duration of the contract and if the need arises, maintenance activities could arise due to additional equipment (relevant to the expertise pertaining to this contract) being added to the facilities portfolio. Any pricing for the additional work within this contract has to be based on the labour, material or specialised services detailed rate cards for items not covered by this maintenance agreement – as per Pricing Schedules

5.3 SPECIALISED EQUIPMENT SPECIFICATIONS

5.3.1 Uniforms

Uniform and Dress Standards reflect a professional attitude and project a conservative (neat, modest and formal) as well as positive (efficient and effective) public image of CTS.

5.3.2 Occurrence Book (OB) at each Site

Every Contractor is required to provide a **robust** OB (Occurrence Book: paper and / or electronic) for each site/area of responsibility where Access Control, Parking Control, Control Room Operating, Crowd Control, Events Management services, Risk Assessments and Treatment i.e.: Fire Safety, Security, Occupational Health and Safety, Emergency Management services are provided, to the satisfaction of CTS.

5.3.3 Note / Pocket Book

Every officer that provides a Security Services shall have a **robust** Note Book provided by the Contractor, with a pen in good working order to record details and incidents. The inside front cover of the Note Book must contain the name and personnel number of the Safety and Security Officer, the telephone numbers of the Contractor's control room and headquarters, the name and telephone number of CTS's responsible official and any other emergency numbers (CTS's Safety & Security Services / Control Room, SA Police, and numbers required in terms of the Contractor's Safety Plan). The Note Book may be required to be used as evidence in disciplinary or criminal cases, or inquiries into incidents.

5.3.4 Radio

If a radio is included in an order, the radio must be digital and in full working condition, including an additional battery, 1 X base station in the Control Room and 1 X base station in the VOC and must remain visible to CTS's inspectors/managers when checking.

5.3.5 Torches/Flashlights

This department require a flashlight that adheres to the following minimum specification:

- Aluminium Alloy, anodised, LED, rechargeable flashlight.
- Maximum length: 160mm
- Minimum LED lumen intensity: 200 Lumen
- Must have 3 mode settings: 100%, 50%, strobe
- Rechargeable Lithium Ion battery pack
- Smart charge cable to protect against overcharging of battery pack
- Must be weather and drop resistant
- Must have a pouch
- Must have a traffic wand that screws into the head of the flashlight
- Colour of traffic wand: Must be orange

5.3.6 Segway

The Segway x 2 model is the model appropriate for use on the Cape Town Stadium and Precinct.

5.3.7 Golf Cart

The specifications to include, but not limited to a 2 and/or 4 seater battery (rechargeable) operated vehicle with lights, emergency lights, rain cover or canopy, windscreen and indicators.

5.3.8 Loud Hailer/Megaphone

The specifications are to include;

- 30W output power
- Removable shoulder strap
- Detachable Microphone with volume control
- Voice/siren switch
- Range of 500m or more

5.3.9 Traffic Cones

The specifications are to include;

- Plastic
- Minimum height of 450mm
- Orange with reflective strip

5.3.10 Traffic Barriers

The specifications are to include;

- Extendable
- Minimum 1m X 3m
- Reflective red & white
- Resistant to high winds

5.3.11 Wind Speed Monitor/Anemometer

The specifications are to include;

- Digital display
- Must measure a minimum of 40m/s wind speed
- Mobile/handheld
- Robust

- Battery operated

5.3.12 Sound Level Meter

The specifications are to include;

- Digital display
- Must measure a minimum range of 30 dB to 130 dB
- Mobile/handheld
- Robust
- Battery operated

5.3.13 Vehicle Licence Disk & Driver's Licence Scanner

The specifications are to include;

- Digital display
- Charger
- Mobile/handheld
- Robust
- Wi-Fi/GSM operated

5.3.14 Road closure Transport equipment

The specifications are to include;

- LDV 1 ton vehicle equipped with Orange contractors warning light and Tow bar with clearly marked security service providers and safety decals.
- Registered and licensed Flatbed trailer with a minimum length of 4 meters for transport of road closure equipment marked with safety features.

5.4 SITE SPECIFIC REQUIREMENTS

5.4.1 Site Instructions

The service provider will perform its duties at the Cape Town Stadium within the framework of the Site Instructions as agreed upon and signed off by both service provider and the customer. This document will outline all the procedures, processes, duties and responsibilities to be performed by the service provider. This also includes the rules, regulations and procedures which the service provider has to enforce.

5.4.2 Change of Duties

CTS reserves the right to act through the customer to amend, modify and reissue Site Instructions and other special orders. This will not require modification to the Service Agreement, but will result in changes to the Site Instructions.

5.4.3 Supervisory Visits

- 5.4.3.1 Management representatives of the service provider will visit the stadium and environs at least once in every week in order to undertake routine liaison with the stadium contact person and to resolve any problems, which may have arisen on site. Such meetings are to be minuted by the contractor. In addition, one site visit per month not relating to customer visits but rather general to security staff should also be conducted. Such visits are to be noted in the site Electronic Incident Recording System as well as the Supervisory Register.
- 5.4.3.2 Service provider will over and above the security structure in the stadium, visit the stadium every night and weekends in order to perform a quality visit which will be recorded in the Electronic Incident Recording System as well as the Supervisory Register.

5.4.4 Risk Assessments

The service provider will provide assistance in the form of proactive risk assessments so as to improve security at the stadium. The risk assessment will be developed in order to improve the overall security of the stadium and will be forwarded to the Customer for review and implementation.

5.4.5 Emergency Preparedness

The service provider will prepare and implement a stadium specific Emergency Procedures Manual in conjunction with the Stadium Management and train and familiarise all staff (incl. CTS staff) with the contents so as to effectively deal with any immediate risk situation that may arise. These procedures will be reviewed every 6 months.

5.4.6 Safety/Loss Control

Service provider personnel, in conjunction with CTS management, will ensure the safety and protection of the stadium and precinct, its employees and assets against loss or damage from any cause including, but not limited to fire, theft, trespass and sabotage. CTS personnel will therefore timeously report any potentially hazardous conditions and items in need of repair, to the customer.

5.4.7 Medical Emergency Assistance

Upon receiving a report pertaining to a person requiring medical assistance service Provider Shift Management will inform the "Fire Team" and Customer and immediately initiate medical assistance from either the "Fire Team" medic and/or depending on the nature of the injury/illness, the Medical Emergency Response Company.

5.4.8 Reference to be made to the site brief document regarding specifics to the site, especially regarding 'public relations', responsibilities of specific deployment points, etc.

5.5 TRADE NAMES OR PROPRIETARY PRODUCTS

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

5.6 REVENUE BASED OFFER

5.6.1 Rights

Right to refer yourselves as a "preferred supplier to the CTS" in their designated field of expertise.
Right to negotiate additional branding inventory including signage, LED and screen space.

5.6.2 Cape Town Stadium Logo

The Cape Town Stadium logo may not be used without specific additional written approval from the delegated Representative of CTS, and any application of the logo must be strictly in accordance with the specifications provided by the Cape Town Stadium on a case-by-case basis. If it is used without such formal permission, the logo may be removed at the cost of the Tenderer.

5.6.3 Marketing and promotion rights

- a) 4 Business Lounge Membership per year for the duration of the contract. Subject to all hospitality packages being purchased and the general terms and conditions of such Business Lounge Memberships
- b) Non-exclusive right to associated to the stadium in relation to the designated field of expertise "Service provider to DHL Stadium"
- c) Non-exclusive right to use DHL Stadium logo limited to association as relevant to this contract
- d) Additional non-exclusive branding and advertising rights may be negotiated for a further fee

(6) CONDITIONS OF TENDER

6.1 General

6.1.1 Actions

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

The parties agree that this tender and its acceptance shall be subject to the supply chain management policy of CTS.

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

6.1.1.2 The CTS, 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 CTS shall declare any conflict of interest to CTS 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.

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

6.1.2 Interpretation

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

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

6.1.3 Communication during tender process

Verbal or any other form of communication, from the CTS, 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 CTS, unless communicated by the CTS in writing to suppliers by its Manager: Supply Chain Management or his nominee.

6.1.4 The CTS's right to accept or reject any tender offer

6.1.4.1 The CTS may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CTS 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) no acceptable tenders are received; or
- (c) there is a material irregularity in the tender process.

The CTS 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.

6.1.5 Procurement procedures

6.1.5.1 General

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

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

6.1.6.1 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) and the SCM Policy of the CTS:

- a) Persons aggrieved by decisions or actions taken by the DHL Stadium 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.

6.1.6.2 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 CTS, may appeal against that decision by giving written notice of the appeal and reasons to the CTS/Chief Executive Officer 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

6.1.6.3 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).

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

The CEO CTS - C/o the Manager: Supply Chain Management

Via hand delivery at: DHL Stadium, Fritz Sonnenberg Road Green Point 8051

Via post at: PO Box 298 Cape Town 8000

Via email at: scmcts@capetown.gov.za

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

The CEO CTS -

Via hand delivery at: DHL Stadium, Fritz Sonnenberg Road Green Point 8051

Via post at: PO Box 298 Cape Town 8000

Via email at: lesley.dereuck@capetown.gov.za

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

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

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

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

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

6.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CTS SCM Policy and procedures adopted by CTS.

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) 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 (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CTS,
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.
- n) The tenderer should be in possession of a certificate issued by the Private Security Regulatory Authority (PSIRA), if applicable and only required for security tenders.

6.2.1.1.3 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.

Description of quality criteria	Maximum possible score
Demonstrated experience of the tendering entity with respect to equivalent contracts for the provision of safety and security services;	60
Demonstrated experience of the tendering entity with respect to equivalent contracts for the provision of CCTV and Control Room services;	40
Maximum possible score for Quality (Ms)	100

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

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

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.

Tenderers shall ensure that all relevant information has been submitted with the tender offer on Schedule 13 A – 13 D of the tender document in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

Detailed Scoring of Quality:

a. Demonstrated experience of the tendering entity with respect to equivalent contracts (Complete and submit Returnable Schedule 13 A & 13 B)

Description of quality criteria	Evaluation criteria	Applicable points
Number of equivalent safety & security contracts (static guarding of the facility) that have been successfully managed in terms of scope and magnitude (for a Stadium, or similar venue that can host at least 40 000 Pax) as provided by the tenderer in Schedule 13 A	1 - 2 Contracts 5 points	Maximum of 30 points
	3 - 4 Contracts 10 points	
	5 - 6 Contracts 20 points	
	7 Contracts or more 30 points	

Description of quality criteria	Evaluation criteria	Applicable points
Number of events of at least 40 000 PAX - as provided by the tenderer in Schedule 13 B	1 – 2 Events 5 points	Maximum of 30 points
	3 - 4 Events 10 points	
	5 - 6 Events 20 points	
	7 Events or more 30 points	

b. Demonstrated experience of the tendering entity with respect to equivalent contracts for the provision of CCTV and Control Room services (Complete and submit Returnable Schedule 13 C & 13 D).

Description of quality criteria	Evaluation criteria	Applicable points
Number of Stadium, or similar venue, events of at least 40 000 PAX with respect to CCTV Camera Monitoring. The submission of the Curriculum Vitae (CV's) and associated documentation, such as the supporting schedules to be submitted. This must include evidence of suitable accreditation and competencies to work on the installed equipment - as provided by the tenderer in Schedule 13 C	1 - 2 Events..... 5 points	Maximum of 20 points
	3 - 4 Events 10 points	
	5 or more Events 20 points	

Description of quality criteria	Evaluation criteria	Applicable points
Number of years' experience with respect to deployed representation with respect to security control room monitoring. The submission of the Curriculum Vitae (CV's) and associated documentation, such as the supporting schedules, is to be submitted. This must include evidence of suitable accreditation and competencies to work on the installed equipment - as provided by the tenderer in Schedule 13 D	1 - 2 Years..... 5 points	Maximum of 20 points
	3 - 4 Years 10 points	
	5 or more Years 20 points	

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

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

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.

Tenderers shall ensure that all relevant information has been submitted with the tender offer on Schedule 13 A – 13 D of the tender document in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria.

6.2.1.1.5 Local production and content

Not Applicable

6.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

6.2.2 Cost of tendering

The CTS 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.

6.2.3 Check documents

The documents issued by the CTS 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 CTS at once to have the same rectified.

6.2.4 Confidentiality and copyright of documents

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

6.2.5 Reference documents

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

6.2.6 Acknowledge and comply with notices

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

6.2.7 Clarification meeting

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

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

6.2.8 Seek clarification

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

6.2.9 Pricing the tender offer

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

6.2.10 Alterations to documents

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

6.2.11 Alternative tender offers

6.2.11.1 No Alternative offers will be considered.

6.2.12 Submitting a tender offer

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

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

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

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

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

6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CTS's address and identification details as stated in the General Tender Information.

6.2.12.7 Accept that the CTS 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.

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

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

6.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the DHL Stadium, Fritz Sonnenber Road, Green Point, Cape Town, 8051, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

6.2.13 Information and data to be completed in all respects

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

6.2.14 Closing time

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

6.2.14.2 Accept that, if the CTS 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.

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

6.2.15 Tender offer validity and withdrawal of tenders

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

6.2.15.2 Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CTS at any time after the expiry of the original validity period, unless the CTS is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CTS.

6.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CTS 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 CTS for any additional expense incurred or losses suffered by the CTS 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 CTS 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 CTS shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CTS 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 CTS elect to do so.

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

6.2.17 Provide other material

6.2.17.1 Provide, on request by the CTS, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CTS 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 CTS's request, the CTS may regard the tender offer as non-responsive.

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

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

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

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

6.2.18 Samples, Inspections, tests and analysis

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

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

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

6.2.19 Certificates

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

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CTS Registration Office, Fritz Sonnenberg Road, Green Point, Cape Town, 8051 or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

6.2.19.2 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. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CTS at the Supplier Management Unit located at Fritz Sonneberg Road, Green Point, Cape Town, 8051, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

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

6.2.20 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** CTS, 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.

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CTS 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 CTS's Supply Chain Management Policy.

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

6.3 The Cape Town Stadium undertakings

6.3.1 Respond to requests from the tenderer

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

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

6.3.2 Issue Notices

If necessary, issue notices 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 (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CTS 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 CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.3.3 Opening of tender submissions

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

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

6.3.3.2 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 and the preferences indicated.

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

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system (not applicable)

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

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

6.3.5 Non-disclosure

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

6.3.6 Grounds for rejection and disqualification

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

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and determine, after opening and before detailed evaluation, 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.

6.3.7.2 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 CTS's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CTS's or the tenderer's risks and responsibilities under the contract

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.

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 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: line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
- d) the summation of the prices; or
- e) calculation of individual rates.

6.3.8.2 The CTS 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.

6.3.8.3 In the event of tendered rates or lump sums being declared by the CTS 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 CTS 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 CTS, 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 CTS, the CTS may declare the tender as non-responsive.

6.3.9 Clarification of a tender offer

The CTS 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.

6.3.10 Evaluation of tender offers

6.3.10.1 General

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

6.3.10.1.2 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 CTS 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).

6.3.10.2 Decimal places

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

6.3.10.3 Scoring of tenders (price and preference)

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

- based on the sum of the prices/rates in relation to a typical works project.

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

6.3.10.3.3 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.

6.3.10.3.4 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:

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

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	12
at least 51% but less than 100%	2	18
100%	1	20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	18
100%	1	20

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;
 N_P is the number of points scored for preference.

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

6.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CTS 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 CTS reserves the right to consider a tenderer's existing contracts with the CTS in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CTS that he/she has the resources and skills required.

6.3.11 Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the Company Executive Officer (CEO) (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 CTS.

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

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

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

6.3.12 Acceptance of tender offer

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

- 6.3.12.1** Accept a tender offer which does not, in the CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
- 6.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CTS is not obliged to accept the lowest or any tender.
- 6.3.12.3** Accept the tender offer, only if in the opinion of the CTS, the tenderer:
 - a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
 - b) does not pose any material risk to the CTS,
 - c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

6.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CTS 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 CTS and the successful tenderer.

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

6.3.14 Notice to successful and unsuccessful tenderers

6.3.14.1 Before accepting the tender of the successful tenderer the CTS shall notify the successful tenderer in writing of the decision of the CTS'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

6.3.14.2 The CTS 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.

6.3.15 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.

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract, and shall be read in conjunction with the National Treasury – Condition of Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **Cape Town Stadium (RF) SOC Limited (CTS)**. The address of the Purchaser is Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.5 The **Supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the Supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the Purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

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

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser

shall, after payment, vest with the Purchaser

5.6 Publicity and publication

The Supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

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

5.8 Intellectual Property

5.8.1 The Seller acknowledges that it shall not acquire any right or interest in or to the Intellectual Property of the Purchaser

5.8.2 The Seller hereby assigns to the Purchaser any Intellectual Property created or developed for or during this Contract, unless agreed otherwise by the Parties in writing.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R20 million for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing

issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The Supplier may submit a fully motivated application regarding more frequent payment to the Purchaser for consideration. Requests for more frequent payments will be considered at the sole discretion of the Purchaser and is not a right in terms of this contract.

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

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

16.3 The first payments in terms of the Right's fee will be made within 90 days from signing the contract with CTS. The preferred rights fee for the remaining years will be payable upon the anniversary date and are subject to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

16.4 All payments will be made within 30 days from receiving an invoice from the CTS.

16.5 The Purchaser shall be entitled to set-off any amounts due to the Supplier against amounts due to it or held by the Purchaser.

Add the following after clause 16.4

16.6 Notwithstanding any amount stated on the order, the Supplier shall only be entitled to payment for goods actually delivered in terms of the Contract or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

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

17. Prices

Add the following after clause 17.1

17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment as per Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

17.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

- 17.3 Tenderers are only permitted to offer firm prices as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 17.4 The Purchaser reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 17.5 When submitting a claim for contract price adjustment a Supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 17.6 The Purchaser reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such auditor's certificates or other documentary proof to the CTS within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned its claim.
- 17.7 In the **first year** of the period contract, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.

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

21. Delays in the Supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

22.2 The penalty for this contract shall be:

22.2.1 Reports: Reports to be submitted within 5 working days as from the last day of the month. The CTS reserves the right to penalize the tenderer R250 penalty per day for the late submission of reports.

22.2.2 Events: The CTS reserves the right to penalize the tenderer with R50 per person for every short staff member as per quotation.

22.2.3 Quotations: Tenderer to submit quotations within 48 hours of request. The CTS reserves the right to penalize the Tenderer with R250 per day for every 24 hours of late submission.

22.2.4 Invoices: Invoices to be submitted within 48 hours of works completed. The CTS reserves the right to penalise the Tenderer with R250 per day for every 24 hours of late submission

22.2.5 These will be deductions (from any payments due to the Contractor) as penalty for omissions by the Contractor (it is one of the duties of the Contractor's Management to ensure that these are present), and may NOT be deducted by the Contractor from the salaries / wages of the Security Officers.

Item No	Item (Penalty applies if any of these is LACKING [NOT PRESENT])	Penalty - Deductions Per occasion, unless otherwise indicated
P1	Baton	R 100.00
P2	Baton Holder	R 100.00
P3	ID Card (Identity Card, visible while on duty)	R 200.00
P4	Uniform includes the following: <ul style="list-style-type: none"> • P-cap (Summer), Beanie (Winter) [or acceptable equivalents] • T-shirt/Shirt of a standard colour • Trousers • Belt • Tie • Socks/Stockings of a standard colour • Shoes or Boots • Cardigan or Jacket (Summer), Windbreaker(Winter) • Rain Gear (Winter) 	R 100.00 per item
P5	Luminescent Bib (at Events , or per Site Order)	R 200.00
P6	Handcuffs	R 100.00
P7	Key (for Handcuffs)	R 100.00
P8	Pen	R 100.00
P9	Pocket Book	R 100.00
P10	Whistle	R 100.00
P11	Correct Number of Radios, in full working order	R 500.00
P12	Flashlight in good working order	R 200.00
P13	Occurrence Book not placed on site	R 200.00 per shift

Other Penalties to be used for payment adjustment purposes:

Item No	Item	Penalty, per individual; and per occasion
P14	Provision of Security Officer of lower grade than ordered; OR Incorrect Grades Posted	Payment will be adjusted down AND

Item No	Item	Penalty, per individual; and per occasion
	(penalty apart from payment adjustment)	R 500.00
P15	Provision of Security Officer with no training	Will not be paid for
P16	No visits by Contractor's Supervisors (A minimum of <u>two occasions</u> per Shift are required)	R 300.00 per occasion
P17	Late for Duty (Late Posting)	R 300.00 *
P18	Sleeping on Duty	R 300.00 *
P19	Drunk on duty	R 300.00 *
P20	Post Desertion	R 300.00 *
P21	Poor job performances (documented)	R 200.00
P22	Short Posting per shift	R 500.00 per officer*
P23	Unscheduled upliftment or redeployment of a guard, or signing a guard on or at two sites simultaneously	R500.00 per officer*
P24	No proper duty on/off shift handover by site seniors, or No Control/Ops-Room OB number entered in site OB	R 200.00
P25	Any tampering with equipment, including monitoring devices	R 300.00
	Quotations received after 8 hours after request	10% of value of quote

* AND for lack of service the total cost of the shift may be adjusted pro rata at CTS's discretion

OCCURRENCEBOOK, ENTRIES, TIMEKEEPING, REPORTING, ETC:		Penalty, per occasion
P26	Removal of Occurrence Book from site without permission	R 200.00
P27	Failure to book on patrol or back from patrol	R 100.00
P28	Failure to book on or off duty and signature	R 100.00
P29	Non-completion of Occurrence Book Procedures as per Site Standing Order	R 100.00
P30	False / Incomplete** entries Compiled	R 500.00
P31	Deface / Alter / Remove Occurrence Book Entry or Page	R 500.00
P33	Not providing duty roster on time / No duty roster on site	R 200.00
P35	Late submission of REPORTS – Special Reports, Monthly Reports, Serious Incident Reports	R 200.00 each
P36	Non-attendance by Contractor's Management of prescribed meetings as per SSO (Site Standing Order) – Weekly Site Meeting, Weekly Operations Meeting, Monthly Performance Meeting	R 200.00 each
P37	Inability of a Security Officer to communicate effectively	R 200.00

* All OB entries must be against specific dates and times, and must be in correct sequence, with no blank lines

PATROLS		
P38	Patrols longer/shorter than the prescribed time without good reason (reason recorded in the Occurrence Book)	R 200.00
P39	Failure to execute a patrol without a satisfactory reason	R 200.00
P40	Failure to immediately commence a patrol as per Site Order,	R 200.00

	without good reason	
P41	Any tampering with any device, including surveillance, recording or timekeeping equipment	R 500.00

Please Note: Where applicable, a combination of several penalties may be applied. A penalty "Occasion" can occur more than once within the same shift. The CONTRACTOR will be advised in writing of all non-performances and deviations, and the penalties applicable will generally be deducted from monthly accounts payable.

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 Corporate entity, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement may terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the Purchaser by written notice
- 23.9 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 in terms of 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 23.1(c), arises between the Purchaser and the Supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

- 27.2 Resolution of Disputes, Objections, Complaints and Queries

The Chief Executive Officer must appoint an independent and impartial person, not directly involved in the supply chain management process –

- 27.2.1. To assist in the resolution of disputes between the Cape Town Stadium and other persons regarding:

- 27.2.1.1 Any decisions or actions taken in the implementation of the supply chain management system; or
- 27.2.1.2 Any matter arising from a contract awarded in the course of the supply chain management system; or
- 27.2.2 To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such a contract.
- 27.3 The Chief Executive Officer, or another official designated by the Chief Executive Officer is responsible for assisting the appointed person to perform his or her functions effectively.
- 27.4 The person appointed must –
- 27.4.1 Strive to resolve promptly all disputes, objections, complaints or queries received; and
- 27.4.2 Submit monthly reports to the Chief Executive Officer on all disputes, objections, complaints or queries received, attended to or resolved.
- 27.5 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –

- 27.5.1 The dispute, objection, complaint or query is not resolved within 60 days; or
27.5.2 No response is forthcoming within 60 days.
27.6 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
27.7 This paragraph must not be read as affecting a person's right to approach a court at any time.

28. Limitation of Liability

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

- (b) other than liability in clause 28.2, 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 expenses in connection with:

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

In this regard, it is the responsibility of the Supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Purchaser at its address.

Add the following after clause 32.3:

32.4 The **VAT registration** number of the DHL Stadium is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(9) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CTS 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 CTS 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 CTS is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CTS 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 CTS 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 CTS as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the Supplier as at the closing date for submission of tender offers;
 - 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
 - 3) accept that a contract may not be awarded if the price offered is not market related;
 - 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
 - 5) accept that, in order to qualify for preference points, it is the responsibility of the Supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to CTS at the Supplier Management Unit located within the Tender Distribution Office, Fritz Sonneberg Road, Green Point, Cape Town, 8051.
- 1) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
 - 2) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CTS may have) in accordance with Section 3 below;
 - 3) The CTS will verify the B-BBEE level of contributor of the Supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the Supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard

submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the Supplier;

- 4) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the Supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 5) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the DHL Stadium; and
- 6) immediately inform the DHL Stadium of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the Supplier from the tender process;
- 2) recover costs, losses or damages the DHL Stadium has incurred or suffered as a result of the Supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the DHL Stadium has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the DHL Stadium for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the DHL Stadium, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Supplier qualified for (unless so declared or proven to be beyond the control of the Supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the Supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (\text{B-BBEE}^a - \text{B-BBEE}^t) \times P^*$$

where:

- B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract
- B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation
- P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the Supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the Supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the Supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the Supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the Supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the Supplier may be required to furnish documentary proof to the satisfaction of CTS that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the Supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)
(For and on behalf of the Supplier (duly authorised))

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

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.13.1 If yes, furnish particulars
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

 Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

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

Date

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

Instructions:

- 8.1 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 All Requests for price variations must be submitted in writing to:
- DHL Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051
- Or via email to: scmcts@capetown.gov.za
- 8.5.1 When submitting a claim for contract price adjustment a supplier shall indicate, the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will be attached to such a claim.
- 8.5.2 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
- 8.5.3 The CTS reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revised figures are issued by the relevant Authority.
- 8.5.4 The CTS reserves the right to request the Supplier to submit Audit's Certificate or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such Audit's Certificate or other documentary proof to the CTS within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned his claim and no further communication shall be considered.
- 8.6 In the **first year** of the contract period, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.
- .
- 8.7 The **second year** of the contract period shall be the 12 month period following the first year.
- 8.8 The tendered price will be subject to adjustment **annually** based on the average consumer Price Index (CPI) (P0141–Table B – CPI headline year-on-year rates) as follows:
- 8.8.1 **Second year:**
Average CPI for the 2nd year of the contract will be calculated by adding the percentage CPI for the 12 month period 01 May to 30 April of each year and dividing by 12.
- 8.8.2 **Third year**
Average CPI for the 3rd year of the contract will be calculated by adding the percentage CPI for the 12 month period 01 May to 30 April of each year and dividing by 12.

8.9 Labour:

The labour components (Workers salaries, Supervisors salaries, UIF and COIDA) of the tendered price will be adjusted annually based on the wage determination as per Wage Act 1957, Wage Determination 467 applicable at the date of escalation. The year on year % increase published in the Government Gazette relevant to the Security sector will thus be applied to the wages for the workers and the supervisors from the month commencing the date of publication.

- 8.10 In clarification of the above the increases in respect of 8.8 shall only be applicable to those components other than labour. The labour component shall be adjusted separately in terms of 8.9 above.

Schedule 9: Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE DHL STADIUM (HEREINAFTER CALLED THE "CTS") 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, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
DHL Stadium

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **TENDER NO: 235S/2022/23: Provision of safety, security and event support services for the Cape Town Stadium (CTS)** in response to the tender invitation made by THE DHL STADIUM, 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 consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

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

Schedule 11: List of other documents attached by tenderer

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

- The following information shall be provided by the Tenderer with the Tender submission.
- All submissions are to be of high quality.
- The various details/information required in Returnable Schedules **13 A, 13 B, 13 C and 13 D** are attached:

SIGNED ON BEHALF OF TENDERER:

Schedule 13 A: Functionality Schedules

Demonstrated experience of the tendering entity with respect to equivalent contracts.

Equivalent contracts that have been successfully managed and completed in terms of scope and magnitude relative to this contract.

Number of equivalent safety & security contracts (static guarding of the facility) that have been successfully managed in terms of scope and magnitude (for a Stadium, or similar venue that can host at least 40 000 Pax)

1	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Contract Period:</p> <p>_____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
2	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Contract Period:</p> <p>_____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
3	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Contract Period:</p> <p>_____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
4	<p>Brief Description of Contract:</p> <p>_____</p> <p>_____</p> <p>Contract Period:</p> <p>_____</p> <p>Total Value of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>

5	Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
6	Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
7	Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
8	Brief Description of Contract: <hr/> <hr/> Contract Period: <hr/> Total Value of Contract awarded to you: R <hr/>	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

Schedule 13 B: Functionality Schedules

- Number of events of at least 40 000 PAX

1	Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
2	Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
3	Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
4	Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
5	Brief Description of Event: <hr/> <hr/> Event Date: _____ HostingPAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>

<p style="text-align: center;">6</p>	<p>Brief Description of Event:</p> <p>_____</p> <p>_____</p> <p>Event Date: _____</p> <p>HostingPAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p style="text-align: center;">7</p>	<p>Brief Description of Event:</p> <p>_____</p> <p>_____</p> <p>Event Date: _____</p> <p>HostingPAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p style="text-align: center;">8</p>	<p>Brief Description of Event:</p> <p>_____</p> <p>_____</p> <p>Event Date: _____</p> <p>HostingPAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p style="text-align: center;">9</p>	<p>Brief Description of Event:</p> <p>_____</p> <p>_____</p> <p>Event Date: _____</p> <p>HostingPAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
<p style="text-align: center;">10</p>	<p>Brief Description of Event:</p> <p>_____</p> <p>_____</p> <p>Event Date: _____</p> <p>HostingPAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

SIGNED ON BEHALF OF TENDERER:

13 C: Functionality Schedules

Track record and support structures with respect to the scope of works as provided by the tenderer attached

- Number of Stadium, or similar venue, events of at least 40 000 PAX with respect to CCTV Camera Monitoring.
- CV's to be attached

	Event Details	Date of Event	Event Attendance	CCTV Operator Details	CV Attached (Yes / No)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

13 D: Functionality Schedules

- Number of years' experience with respect to deployed representation with respect to security control room monitoring
- CV's to be attached

	Name	Company	Experience (in years)	CV Attached (Yes / No)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

(10) CONTRACT DOCUMENTS

ANNEXURE 1: Form of Guarantee / Performance Security

NOT APPLICABLE

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CTS the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by CTS to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, CTS intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by CTS to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to CTS the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from CTS to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

- 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, CTS shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of CTS's bank compounded monthly and calculated from the date payment was made by the Guarantor to CTS until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. CTS shall have the absolute right to arrange its affairs with the Supplier in any manner which CTS may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to CTS:

National Banks:

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

International Banks (with branches in SA):

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

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasas Insurance Company Ltd.
Santam Limited
Zurich Insurance Co

ANNEXURE 2: Form of Advance Payment Guarantee

NOT APPLICABLE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance

Payment Guarantee is called up in terms of 5; and

- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

|

ANNEXURE 3: Monthly Project Labour Report (Example)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

- 10 A new worker is one in respect of which a new employment contract is signed in the current month.
- 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 12 All formal accredited / non-accredited training that does not form part of on-the-job training
- 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 14 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)												
DIRECTORATE:		DEPARTMENT:												
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:												
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK											
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")														
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)	2	0

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							
2	0					2	0						
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)													
R													

MONTHLY PROJECT LABOUR REPORT



WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:
--

Year	Month	of

	(8)	(8)	(8)	(9)	(10)			(11)	(12)	(13)
No.	First name	Surname	ID number	Jobseeker Database Reference Number	New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	No of days worked this month (excl. training)	No of training days this month (with stipend)	Rate of pay per day (R – c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

0 0 R -

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

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

ANNEXURE 4: BBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO. 235S/2022/23: PROVISION OF SAFETY, SECURITY AND EVENT SUPPORT SERVICES TO THE CAPE TOWN STADIUM (CTS)

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CTS Project Manager: _____

Date: _____

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO. 235S/2022/23: PROVISION OF SAFETY, SECURITY AND EVENT SUPPORT SERVICES TO THE CAPE TOWN STADIUM (CTS)

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R
---	---

B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
--	--

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

¹Documentary evidence to be provided

Signatures

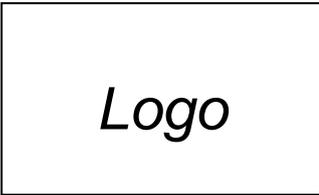
Declared by supplier to be true and correct: _____

Date: _____

Verified by CTS Project Manager: _____

Date: _____

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)



Letterhead of supplier's Insurance Broker

Date _____

DHL Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051
Dear Sir

TENDER NO:235S/2022/23

PROVISION OF SAFETY, SECURITY AND EVENT SUPPORT SERVICES TO THE CAPE TOWN STADIUM (CTS)

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 DHL Stadium 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 7: Municipal Entity Footprint

