


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 107

TENDER NO: 180I/2022/23

TENDER DESCRIPTION: THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES

CONTRACT PERIOD: UP TO 36 MONTHS FROM COMMENCEMENT DATE

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 30 November 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 165

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

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	14 October 2022
SITE VISIT/CLARIFICATION MEETING	:	4 November 2022, 10am to 12 pm Non-compulsory but strongly recommended
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Platinum Boardroom, TMC Building, Cnr Smart & Richmond Street, Goodwood
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 180I/2022/23: THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	[Name: Imeraam Frydie Tel. No.: (021) 444 4100] Email: imeraam.frydie@capetown.gov.za

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

36. Protection of personal information

36.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a main tenderer (winner takes all) for the parking management areas identified as Group 1, 2 and 3 as shown in Annexure C, for the allocation of work. The City also reserves the right to include management areas at a later stage of the contract. The groups are identified as follows:

Group 1 parking bays – These parking bays, as per Annexure C will be managed from the commencement date of the contract.

Group 2 parking bays – These parking bays, As per Annexure C, may be added to the managed footprint in full or part as and when required by the City. Any parking bays or parking areas in addition to Group 1, added after initial implementation will be up to a limit of 25% increase in the total amount of bays managed. All contract conditions and pricing agreed as per Group 1 will automatically apply to any Group 2 parking bays or areas.

Group 3 parking bays – Where the City identifies the need to include any parking bays or parking areas for management beyond the scope of Group 1 and 2 parking areas, the City records the intention to add any further parking areas through a negotiation with the contractor and amendment of the contract by seeking approval of the delegated authority.

The City reserves the right to add either Group 2 or 3 parking areas, as per above, or go out on a new Tender for the management of the areas/bays. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

The contract period shall be for a period of **up to 36 months** from the commencement date of the contract.

The contract may be terminated at any time, by the City, with two calendar months' notice to the tenderer.

This invitation is for the provision of kerbside parking management services at various selected areas within the metropolitan area of the City of Cape Town. The works will commence within 28 calendar days from commencement of the contract, unless otherwise agreed to by the parties.

The Council or its delegate(s) will carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the services required by the City. The City retains the right to call for any additional information it may deem necessary.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Non-compulsory but strongly recommended

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Applicable values/points	Weight
A) Experience	Minimum of 2 years of experience in the management	25

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

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

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party in the joint venture. The details of the JV with all supporting documents should be added as an addendum and inserted in Schedule 1 of the returnable schedules.

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

Supporting document for functionality criteria, which should be included in submission, are given below. This information should be clearly labelled, inserted in Schedule 15 and attached to the tender submission.

- A. Experience – documents containing positive proof such as, but not limited to, contracts, leases, service agreements.**
- B. Staff management - documents containing positive proof of employment of 50 or more people**
- C. Parking Management - proof being contracts, leases, agreements and clear indication of amounts of bays managed.**
- D. Cash/Monthly income management - documents briefly describing the receipt system and containing positive proof such as, but not limited to, proof examples of receipts issued to be submitted as part of tender.**

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

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

2.2.1.1.5 Local production and content

Not applicable to this tender

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not applicable to this tender

2.2.1.1.7 Provision of samples

Not applicable to this tender

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

A person who is suitably qualified and experienced to comprehend the implications of the work involved if such a meeting is applicable should represent tenderers at the site visit/clarification meeting.

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 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 CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with 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).

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- (A) Fixed percentage (%) of monthly parking fees collected, to be paid to the contractor, multiplied by an estimated monthly revenue of R3 000 000. This amount is used for the evaluation purposes only and does not reflect the actual parking fees collected. |

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

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

2.3.10.3.4 Applicable formula:

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

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

Price shall be scored as follows:

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

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

Preference points shall be 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 | 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 Status Contributor	B-BBEE Level of	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 Status Contributor	B-BBEE Level of	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. |

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 180I/2022/23

TENDER DESCRIPTION: THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES

CONTRACT PERIOD: UP TO 36 MONTHS FROM COMMENCEMENT DATE

VOLUME 2: RETURNABLE DOCUMENTS

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

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

Note: Bidders to transcribe values from the Price Schedule. If not completed then Price Schedule values will apply.

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

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

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE: GROUP 1

TENDER [KERBSIDE PARKING MANAGEMENT SYSTEM]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE GROUP 1 (continued)

TENDER: THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES] **ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE GROUP 1 (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Percentage unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the words "No offer" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 **The approximate location of Areas and bays for the different Groups are attached as Annexure C of the specifications.**
- 5.9 **Bidders may refer to Annexure D of the Specifications for historic kerbside parking management data. Should bidders elect to rely on this data partly or wholly in the determination of their bids they do so entirely at their own risk. None of the data contained in Annexure D of the Specifications is guaranteed by the CCT to be entirely accurate since the data was provided by former service providers to the CCT and not originally determined by the CCT. Bidders should use their knowledge of the parking management business and determine an offer of which they are confident.**
- 5.10 Bidders will be required to bid a percentage (%) of the actual collected parking fees, which they will be paid on a monthly basis for the services provided. Bidders will be required to pay all collected parking fees to the City and then submit a report of the actual collected parking fees and invoice the City monthly for the percentage of parking fees to be paid to the bidder. The bays that will be managed are as follows:
 - Group 1 parking bays – These parking bays, as per Annexure C will be managed from the commencement date of the contract.
 - Group 2 parking bays – Any parking bays or parking areas in addition to Group 1, added after initial implementation. Any parking bays or parking areas in addition to Group 1, added after initial implementation will be up to a limit of 25% increase in the total amount of bays managed. All

contract conditions and pricing agreed as per Group 1 will automatically apply to any Group 2 parking bays or areas.

The City reserves the right to add either Group 2 or 3 parking areas, as per above, or go out on a new Tender for the management of the areas/bays. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all. Group 3 areas will not be added within 6 months from the end of the contract.

5.11 The bidder will pay **all revenue/parking fees** collected for the previous month over to the City on the first of each month.

5.12 The City temporarily issues permits for film, events and construction purposes. If a bay, with an official permit, is not available to the contractor for a period of 24 consecutive parking management days, then the contractor will be compensated as follows:

(A) = Fixed monthly percentage of parking fees collected that will be paid to the contractor from all parking fees collected for each month (%)

(B) = Bay/s x (tariff rate per 15 minutes for area) x 4 = Rate per hour

(C) = (B) x 9hrs x 22 = Rate per bay per month

(D) = (C) x average occupancy of area for previous month x average payment rate of the area for previous month

Contractor paid: (D) x (A)

5.13 The bidder will be required to open a bank account for where all parking fees will be collected and stored. The City will require 24 hr uninterrupted viewing rights to this account.

INITIALS OF CITY OFFICIALS		
1	2	3

CITY OF CAPE TOWN

CONTRACT No

THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES

PART 5 SCHEDULE OF RATES

A: General obligations

NAME OF

TENDERER: _____

ITEM	Area to be managed	(Approx.) No of bays	(A) Fixed percentage (%) of monthly parking fees collected, to be paid to the contractor
Group 1	Cape Town CBD and Kloof street	2284	
	Claremont	264	
	Bellville	545	
	Newlands	69	
	Kenilworth	54	
	De Waterkant	250	
	Gardens	122	
	Sea Point	332	
Group 2	Camps Bay	140	
	Woodstock	56	
	Salt River	250	
	Greenpoint	101	
	Tyger Valley	261	
Group 3	Strand	295	
	Somerset West	210	
	Muizenberg	242	
	Fish Hoek	289	
	Simons Town	176	
	Durbanville	390	

(6) SUPPORTING SCHEDULES

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

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

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means 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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance

with specifications as set out in the tender documents.

(g) “**price**” includes all applicable taxes less all unconditional discounts;

(h) “**proof of B-BBEE status level of contributor**” means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) “**QSE**” means a qualifying small business 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;

(j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

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

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

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

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

Not Applicable to this tender

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 10: Local Content Declaration / Annexure C

“Not applicable to this tender”

Schedule 11: Price Basis for Imported Resources

"Not applicable to this tender"

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

"Not applicable to this tender"

Schedule 13: 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 14: 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 15: Information to be provided with the tender

The following information shall be provided with the Tender:

- a. The documents required under section **2.2.1.1.4 of the Conditions of Tender** |

Evaluation Category	Description	Value	Summary of evidence attached	Reference name & contact number
A) Experience	Number of years of experience in the management of paid parking bays/areas off or on-street. *Documents containing positive proof such as, but not limited to, contracts, leases, service agreements to be submitted as part of tender.	_____ (no of years)		
B) Staff Management	Number of staff under management currently or in the past. *Documents containing positive proof of this being submitted as part of the tender.	_____ (no of staff)		
C) Parking Management	Number of parking bays under management currently or in the past. *Documents containing positive proof such as, but not limited to, contracts, leases, agreements, and containing a clear indication of numbers of bays managed.	_____ (no of parking bays)		
D) Cash/Monthly Income management	Years of experience in the implementation, commissioning, maintenance and/or operation of a fully auditable electronic receipt system. *Provide evidence briefly describing the receipt system and containing positive proof such as, but not limited to, examples of receipts issued to be submitted as part of tender.	_____ (no of years)		

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 54 of 107

TENDER NO: 180I/2022/23

TENDER DESCRIPTION: THE PROVISION OF KERBSIDE PARKING MANAGEMENT SERVICES

CONTRACT PERIOD: UP TO 36 MONTHS FROM COMMENCEMENT DATE

VOLUME 3: DRAFT CONTRACT

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

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

Note: Bidders to transcribe values from the Price Schedule. If not completed then Price Schedule values will apply.

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Delete clause 1.24 and substitute with the following:

- 1.24. "Service" means the implementation, by the Supplier, of the fully auditable cashless kerbside parking management system, in terms of this agreement;

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Implementation Plan" means the implementation plan agreed to between the City and the Supplier prior to the implementation date, as amended between the City and the Contractor from time to time;
- 1.29 "Kerbside Parking Management System" means the cashless kerbside parking management system to be implemented by the Supplier, comprising both "back office" and "on street" kerbside parking services;
- 1.30 "Parking fees" means the total income/revenue received and collected by the Supplier, during a month, from on street parking, actually paid for and collected under this contract.
- 1.31 "Signature Date" means the date upon which the last-signing party signs this agreement;
- 1.32 "Sites" means the initial sites, and any such additional site(s) as may be added by the City, in terms of Annexure C of the specifications, in respect of which the Contractor renders the service in terms of this agreement.
- 1.33 "Implementation date" means no more than 28 calendar days from commencement dates of the contract.
- 1.34 "Commencement date" will be the date that the contractor receives the signed copy of the contract.

- 1.35 "Parking management day" will be the days that contractor is allowed to operate. Mondays to Friday from 8am to 5pm and Saturdays 8am to 1pm (unless otherwise stated by the City).

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial implementation 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 any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
 - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
 - 3.6.2 Make payment to the **supplier** for the goods as set out herein.
 - 3.6.3 Take possession of the goods upon delivery by the supplier.
 - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
 - 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
 - 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
 - 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
 - 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

Add the following clauses after section 3.6:

- 3.7 The supplier shall supply and implement the provision of kerbside parking management services, including but not limited to, the management information system and accounting functions.
- 3.8 The kerbside parking operations system shall be compatible in all respects with the back office system of the supplier for the management of all or parts of the areas as indicated in Annexure C of the specifications. Group 1 area will be implemented from the commencement date. Group 2 areas will be added, as and when required by the City. Any Group 2 expansion or addition of any parking bays or parking areas will be limited to 25% increase in the total amount of bays managed at the commencement date. All contract conditions and pricing agreed as per Group 1 will automatically apply to any Group 2 parking bays or areas.
- 3.9 Without detracting from the generality of the a foregoing, the supplier shall be obliged, at all sites where the public is required to pay for parking, to provide auditable point of sale devices to accept card payments (from all major banks in South Africa) and electronic cashless alternatives, from the public unless advised otherwise by the Purchaser.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

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

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

5.11 The cost and the services to be provided by the auditor in 5.9 shall be agreed between the Contractor, acting on the instructions of the City, and the auditor in advance of being incurred and/or rendered.

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.

9. Packing

Section not applicable.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) insurance of all such equipment and/or components of the provision of kerbside parking management services which are capable of being insured for its/their full new replacement value against any and all loss or damage from whatever cause arising;
- e) insurance against common law and public liability for accident or injury to workmen, (referred to as "the insurance policies").

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

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

11.4 The Supplier shall, by no later than the implementation date, at its own cost and expense, take out and maintain, for the duration of this agreement, the following insurance cover in respect of the kerbside parking management services (in addition to any other insurance which may be required as a matter of law):

- 11.4.1 insurance of all such equipment and/or components of the kerbside parking management services which are capable of being insured for its/their full new replacement value against any and all loss or damage from whatever cause arising;
- 11.4.2 public liability insurance in an amount of at least R20m (twenty million rand) against liability for damage or injury to any person (including any employee of the Purchaser) or to any property arising from or in relation to implementation of this agreement;
- 11.4.3 insurance against common law and public liability for accident or injury to workmen, (referred to as "the insurance policies").

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

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

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

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

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

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

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 parking revenue collected for the month must be transferred to the City on, or before, the 3rd of every month for the previous month. The contractor will submit an invoice to the City before the 8th of every month. Once the invoice is approved and submitted to accounts payable, the invoice will be paid within 30 days, as per the requirement of the MFMA. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

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

- 16.7 The Contractor shall pay all parking fees received to the City. As remuneration for the services rendered by the Contractor to the City, in terms of this Agreement, the Contractor shall invoice the City the percentage of monthly parking fees as submitted in his bid. The contractor will submit an invoice to the City before the 8th of every month. Once the invoice is approved and submitted to accounts payable, the invoice will be paid within 30 days, as per the requirement of the MFMA. The Contactor will also provide the city with the monthly report for construction and film and events claims as per clause 16.11 below.
- 16.8 Bays that are not "open to the public for parking" are bays in which the public cannot park their vehicles on any day due to the following reasons:
- bays being closed to the public for any events, filming or construction, provided that an official permit has been issued in respect of such closure, in terms of the Parking By-Law (2010) or the Filming By-Law (2005), both as amended from time to time,
 - or when bays are closed to the public for parking due to construction or maintenance by the City or its contractors from time to time.
 - When bays are used by any person exempted in terms of The Parking By-law (2010), as amended from time to time).
 - For any other reason approved by the City.
 - For any other reason beyond the City's control.
- 16.9 The Contractor shall provide the City with a schedule of all bays that were closed to the public for parking and detailed reasons therefor (with copies of the official related permits as evidence, where applicable), as well as the dates and times that they were so closed, by the 5th calendar day of the calendar month following the calendar month in which the bays were actually closed to the public for parking.
- 16.10 The Contractor must provide the City with the monthly management report in accordance with clause 3.5 of the Specifications, reflecting the number of bays in the sites and the gross income received in respect of the bays. If any bay in a site is not available for public parking due to reasons other than those specified in clauses 3.3.4 and 3.3.5 of the Specifications, the Contractor must report same to the City in its monthly report, specifying which bay by number and street address and the period of unavailability and reason for same.
- 16.11 The City temporarily issues permits for film, events and construction purposes. If a bay, with an official permit, is not available for reasons described in 16.8 above for a period of 24 consecutive parking management days, then the contractor will be compensated for those bays as follows:
- (A) = Fixed percentage (%) of monthly parking fees collected, to be paid to the contractor
(B) = Bay/s x (tariff rate per 15 minutes for area) x 4 = Rate per hour
(C) = (B) x 9hrs x 22 = Rate per bay per month
(D) = (C) x average occupancy of area for previous month x average payment rate of the area for previous month
Contractor paid: (D) x (A)
- 16.12 It is recorded that all parking income, including kerbside parking income, are subject to VAT.
- 16.13 The City or auditors may at reasonable times inspect and take extracts from the books, records and statements of the Contractor in order to verify the financial matters pertaining to this agreement. The Contractor shall make such books, records and statements available to the City or its auditors on demand and shall provide explanations in respect thereof reasonably requested by such persons.
- 16.14 The Contractor shall procure that complete and accurate books of account and records are kept and maintained, including but not limited to card payment.
- 16.15 No cash shall be collected by the contractor for any parking fees. All payments are to be electronic and accurate records of all parking payments are to be kept by the contractor, which should be submitted with every claim. Without detracting from the generality of the foregoing, the supplier shall be obliged, at all sites where the public is required to pay for parking, to provide auditable point of sale devices to accept card payments and electronic cashless alternatives, unless advised otherwise by the Purchaser.
- 16.16 The bidder will be required to open a bank account for where all parking fees will be collected and stored. The City will require 24 hr uninterrupted viewing rights to this account.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, the penalties for this contract shall be:

- 22.1.1 The City shall have the right to impose penalties, based on the total value of the monthly payment to the contractor for any month during which the performance criteria agreed to in the agreement have not been met. This penalty shall apply irrespective of the fact that the non-compliance had been subsequently rectified, and will not be reversed.
- 22.1.2 Council will have discretion on the application of the penalties, which will be due and payable with the amounts due in the following calendar month.
- 22.1.3 Response to complaints: to calls, letters & emails etc. Penalties for non-compliance will be 5% (five percent) of the value of the total monthly payment to the Contractor for every week that the complaints

are not addressed in accordance with the minimum thresholds in clause 1.1 of this Annexure "B" of the Specifications.

- 22.1.4 Database: Penalties for non-compliance will be 5% (five percent) of the value of the monthly payment to the Contractor for every week in which the database is late.
- 22.1.5 Payments: Non-compliance in payment of all monthly parking revenue to the City on or before the 3rd of every month for the previous month, will attract an immediate penalty of 1% of the invoice due to the Contractor, for every calendar day, from due date until date eventually paid.
- 22.1.6 Monthly Reports: Non-compliance with KPI requirement that the Contractor submit monthly reports will attract penalties of 1% (one percent) of the value of the monthly payment to the Contractor, for every 1 (one) day deviation from the KPI and the Contractor will not be entitled to deduct any amounts for unavailable bays from the payments due to the City for so long as any monthly report is outstanding.
- 22.1.6 Recording of Parking Activities: Non-compliance with KPI requirements will attract penalties of 2% (two percent) of the value of the monthly payment due to the contractor for the month for every 1% (one percent) deviation from compliance.
- 22.1.8 Parking Marshall / Parking Bay Ratio: Non-compliance with KPI requirements will attract a penalty of 1% (one percent) of the value of the monthly payment to the Contractor, for every instance where the ratio is not complied to, without prior written instruction or agreement by the City.
- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
 - 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
 - 23.8.2 The parties by mutual agreement 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
 - 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follow the processes as described in the purchasers SCM Policy.
 - 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.

- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.
- 23.10 The City may terminate this agreement immediately by giving notice to the Contractor if the Contractor:
- 23.10.1 suffers a change in direct or indirect beneficial ownership or control, which would affect its ability to comply with its obligations under this agreement;
 - 23.10.2 disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - 23.10.3 ceases or threatens to cease to carry on business;
 - 23.10.4 ceases to be able to pay its debts as they become due;
 - 23.10.5 has any step taken by a creditor to take possession or dispose of the whole or any part of its assets, operations or business
 - 23.10.6 a resolution is passed to place it in business rescue;
 - 23.10.7 takes any step to enter into any arrangement with its creditors;
 - 23.10.8 is liquidated, whether provisionally or finally;
 - 23.10.9 commits an act of insolvency (as defined in the Insolvency Act, No. 24 of 1936 from time to time) or in terms of the Companies Act, 2008;
 - 23.10.10 committed any corrupt or fraudulent act during the bid process or the execution of the agreement;
 - 23.10.11 an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the agreement that benefited that person.
- 23.11 The City shall be entitled, in its sole discretion, and for any reason whatsoever, to terminate this agreement on two calendar months' written notice to the Contractor.
- 23.12 The Contractor may terminate this agreement upon three calendar months' written notice.
- 23.13 The Contractor shall furnish the City, at no cost to the City, with a full copy of the database (electronic and a hard copy), on each anniversary of the implementation date, upon any further written request from the City to do so, and upon termination of this agreement for whatsoever reason at no cost to the City, in a format compatible with the City's GIS and Excel.

25. Force majeure

Add the following after clause 25.2:

- 25.3 In the event that the Contractor is unable to fulfil any or all of its obligations in terms of this agreement, timeously or at all, as a result of an unforeseen event beyond the control of the Contractor, including but not limited to, circumstances such as war, riots, civil disorder, terrorism, earthquakes and strikes, accidents, thefts or vandalism ("a force majeure event"), the Contractor shall, subject to compliance with this clause 25 and clause 16 of the Specifications, be excused from performance only of such obligations in terms of this agreement which it is unable to perform as a result of such an event of force majeure.
- 25.4 A force majeure event shall not include lack of any governmental approvals (including approvals in respect of which the City is the relevant regulatory body) which may be necessary for purposes of implementation of this agreement.
- 25.5 The Contractor shall:
- 25.5.1 take all reasonable steps to mitigate the consequences of a force majeure event;
 - 25.5.2 resume performance of its obligations effected by the force majeure event as soon as practicable and use all reasonable endeavours to remedy its failure to perform.
 - 25.5.3 Upon the occurrence of a force majeure event, the Contractor shall furnish the City with a written notice as soon as possible and in any event by no later than within 7 (seven) days of becoming aware of the relevant event of force majeure. Such notice shall give sufficient details to identify the particular event claimed to be an event of force majeure.
 - 25.5.4 The Contractor shall notify the City as soon as the consequences of the event of force majeure have ceased and when performance of its affected obligations can be resumed.
 - 25.5.5 Demonstrate and show all reasonable steps taken to mitigate the consequences of a force majeure event.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

Add the following after clause 27.5:

- 27.6 Any party shall be entitled to declare a dispute by written notice to the other party.
- 27.7 Any dispute arising out of or in connection with the agreement, including whether or not a dispute exists, shall in the first instance be referred to the City Manager or his nominee to act as mediator, and not as arbitrator, to mediate the resolution of the dispute.
- 27.8 Should the parties not be able to agree on the mediator, then the mediator shall be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA"). The costs of the mediator shall be borne by the parties to the dispute in equal shares.
- 27.9 Should the mediator referred to in clauses 29.8 and 29.9 fail to resolve the dispute within 7 (seven) days of the appointment of the mediator, or within such further period as may be agreed by the parties in writing, then any party shall have the right to require that the dispute be referred to arbitration, in which event it shall be submitted to and determined by arbitration in accordance with the Rules of AFSA by an arbitrator appointed by AFSA, provided that the arbitration shall be held in Cape Town, in a summary manner with a view to it being completed as soon as possible, and shall be conducted in English.
- 27.10 Nothing contained in this clause shall preclude any party from applying to Court for a temporary interdict

or other relief of an urgent and temporary nature.

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

30. Applicable Law

Add the following after clause 30.1:

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

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

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

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

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 CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town 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.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered

later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE TO THIS TENDER

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE TO THIS TENDER

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Act, 85 OF 1993 AS AMENDED 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, as per item 13.2 of the Specifications.

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

Witness

Mandatar

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

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

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

1. INTRODUCTION

- 1.1 The parties wish to enter into an agreement governing the implementation by the Contractor of the provision of kerbside parking management services, in the areas, as agreed in this Contract, on the terms and conditions in this Contract and specifications.
- 1.2 The scope of works is for the implementation, commissioning, maintenance and/or operation of a fully auditable electronic receipt system, for the provision of kerbside parking management services for various areas within the City of Cape Town metropolitan area.
- 1.3 This contract is for the bays within the sites as stipulated in Annexure "C". Group 1 areas must be managed from the initial implementation date.
- 1.4 Any parking bays or parking areas in addition to Group 1, added after initial implementation will be up to a limit of 25% increase in the total amount of bays managed). All contract conditions and pricing agreed as per Group 1 will automatically apply to any Group 2 parking bays or areas.
- 1.5 The City reserves the right to go out on a separate tender for the management of Group 2 and 3 areas.
- 1.6 The amount of bays may decrease by up to 15% if so required by the City. If the amount of bays reduces, the City will first endeavour to replace the bays in areas where bays are not managed.
- 1.7 The supplier shall be obliged, at all sites where the public is required to pay for parking, to provide auditable point of sale devices to accept card payments (from all major banks in South Africa) and electronic cashless alternatives, from the public unless advised otherwise by the Purchaser.
- 1.8 All revenue collected must be paid to the City and the contractor will submit a monthly claim, which will be paid to the contractor.
- 1.9 It must also be understood that all revenue collected will be paid to the City and the contractor will submit a monthly claim, which will be paid to the contractor.
- 1.10 Quotations must be compliant with all relevant legislation, including labour legislation.
- 1.11 The bidder will be required to open a bank account for where all parking fees will be collected and stored. The City will require 24 hr uninterrupted viewing rights to this account.
- 1.12 The contractor will be required to implement the City's clamping protocol as indicated in clause 25.

2. DURATION

- 2.1 This agreement shall be for up to 36 months from the commencement date.
- 2.2 The City shall be entitled, in its sole discretion, and for any reason whatsoever, to terminate this agreement on two calendar months' written notice to the Contractor.
- 2.3 The Contractor may terminate this agreement upon three calendar months' written notice.

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1 The Contractor is obliged to deliver to the City, entirely at the Contractor's own cost, an effective, efficient, functional and cost-effective cashless kerbside management system, within the jurisdiction of the City

on the terms and conditions contained in this agreement, subject to all applicable laws and Bylaws, including but not limited to, laws, Bylaws and regulations governing traffic and parking within the City. Without detracting from the generality of the foregoing, the Contractor shall be obliged to comply with the obligations detailed below, in accordance with the implementation plan and the Key Performance Indicators reflected in Annexure "B".

3.2 Supply of the system

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

3.2.2 The kerbside parking operations system shall be compatible in all respects with the back office system of the Contractor.

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

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

4 Sites and Database

4.1 Sites and database

4.1.1 The Contractor shall be obliged to provide the service in respect of each of the sites in Group 1 from the commencement date and for all or part of Group 2, if and when required by the City. The initial locations of bays, as well as the total number and type, in respect of each site in respect of which the Contractor shall be required to provide the service from the commencement date is as set out in Annexure "C". Any parking bays or parking areas in addition to Group 1, added after initial implementation will be up to a limit of 25% increase in the total amount of bays managed. All contract conditions and pricing agreed as per Group 1 will automatically apply to any Group 2 parking bays or areas.

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

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

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

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

4.1.4.1 for municipal or other public purposes; or

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

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

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

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

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

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

- 4.1.8 The Contractor shall furnish the City, at no cost to the City, with a full copy of the database (electronic and a hard copy), on each anniversary of the implementation date, upon any further written request from the City to do so, and upon termination of this agreement for whatsoever reason at no cost to the City, in Excel format.
- 4.2 Toll Free Call Centre
- 4.2.1 The City shall provide a toll-free call centre on a 24-hour-a-day, 365-day-a-year basis.
- 4.2.2 The contact number of the call centre shall be prominently displayed at all points of sale and on all receipts issued. The City will forward complaints and queries to the contractor, to resolve from time to time.
- 4.2.2.1 The Contractor shall keep record of all queries on a month to month basis:
- 4.2.2.1.1 All queries that the City has forwarded to the contractor shall be resolved within a 5 working day period, as far as possible, unless otherwise agreed to by the City.
 - 4.2.2.1.2 receiving, logging and actioning parking complaints received from the public;
 - 4.2.2.1.3 informing a complainant once a complaint has been satisfactorily resolved and what action was taken in order to do so;
 - 4.2.2.1.4 keeping a database acceptable to the City of all calls and actions taken in respect of parking complaints.
- 4.3 Monthly management report
- 4.3.1 The Contractor shall, with effect from the commencement date, within 8 (eight) calendar days of the end of each calendar month, furnish the City with a written management report in respect of all such statistics as may be required by the City, in respect of the preceding month, broken down per site, including but not limited to, the statistics reflected in Annexure "A".
- 4.3.2 The management report, and the data contained therein, shall be presented by the Contractor to the City, in such format and manner as the City may reasonably require in writing from time to time.
- 4.3.3 The Contractor shall, also include a report on item 4.2 above with accurate records of queries that are open and queries that have been resolved, in a format as advised by the City.
- 4.4 Financial reporting
- 4.4.1 The Contractor shall be obliged to do a monthly reconciliation of all Parking fees received, broken down per bay, per site, and shall furnish the City with financial statements, on a monthly basis, in accordance with accepted audit and financial principles, and in a format acceptable to the City.
- 4.5 Code of Conduct
- 4.5.1 The Contractor shall be obliged to ensure that its frontline personnel who are in daily contact with the public, shall at all times, whilst on duty:
- 4.5.1.1 wear such uniform as agreed between the City and the Contractor; and
 - 4.5.1.2 comply with a code of conduct to be approved by the City.
- 4.6 Key Performance Indicators
- 4.6.1 The Contractor shall comply with the Key Performance Indicators reflected in Annexure "B" and the City shall be entitled, without detracting in any manner from the other provisions of this agreement, to impose penalties on the Contractor in terms of Annexure "B".
- 4.7 Auditor
- 4.7.1 The Contractor shall appoint, at his own cost, an independent auditor to provide such audit services in respect of the service as the City may require, at a maximum frequency of once every 6 months.
- 4.7.2 The City or auditors may at reasonable times inspect and take extracts from the books, records and statements of the Contractor in order to verify the financial matters pertaining to this agreement. The Contractor shall make such books, records and statements available to the City or its auditors on demand and shall provide explanations in respect thereof reasonably requested by such persons.
- 4.7.3 The costs of, and services to be provided by, the auditor shall be agreed between the Contractor, acting on the instructions of the City, and the auditor in advance of being incurred and/or rendered. The duties of the auditor may include the following:
- 4.7.3.1 a regular audit of all monthly income and expenditure and redeemed credit incurred in respect of the provision of the service in terms of this agreement;

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

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

4.8 Terms and conditions applicable to parking

4.8.1 The City shall be entitled to specify the terms and conditions applicable to the use by members of the public of parking bays in respect of which the Contractor provides the service, including but not limited to, applicable parking tariffs and hours of operation. The Contractor shall comply with such terms and conditions and shall procure that such terms and conditions are applicable to the use by members of such parking bays.

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

4.9 Annual Management Report

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

4.10 Hours of Operation

4.10.1 Currently managed parking areas operate during the following hours

Monday to Friday 08:00 to 17:00

Saturday 08:00 to 13:00

4.10.2 No managed parking on Public Holidays or Sundays.

4.10.3 The Contractor has to provide a duty roster that makes provision for lunch and comfort breaks, rotation and sufficient relief staff. The Contractor also has to provide a staff management plan where managers take responsibility for the above.

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

4.11 Parking Marshal Identification Dress Code

4.11.1 Parking Marshals must display a photo identity tag, which contains the following information, full names of Parking Marshal, Company staff number, company name and contact number.

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

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

4.12 REMUNERATION AND PAYMENT

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

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

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

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

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

4.12.2.4 For any other reason approved by the City.

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

4.12.3 The Contractor shall provide the City with a schedule of all bays that were closed to the public for parking and detailed reasons therefor (with copies of the official related permits as evidence, where applicable), as well as the dates and times that they were so closed, by the 5th calendar day of the calendar month following the calendar month in which the bays were actually closed to the public for parking.

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

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

4.12.6 It is recorded that all parking income, including kerbside parking income, are subject to VAT. The amounts due by the Contractor to the City as set out in Annexure "D" are inclusive of VAT to the extent that VAT applies to the parties.

4.12.7 The contract is required to open/allocate a bank account, with any of the major banks in South Africa, for the receiving of all parking fees and revenue. The contractor must provide the City viewing rights to the account at all times. A monthly statement of this account should be submitted to the City on or before the 3rd of every month.

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

4.12.9 The Contractor shall ensure that complete and accurate books of account and records are kept and maintained, including but not limited to card payment.

5 ADDITIONAL BAYS

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

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

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

6 LIMITATION OF LIABILITY

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

7 EXCLUSION OF CONSEQUENTIAL LOSS

7.1 Notwithstanding anything to the contrary contained in this agreement, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its

servants, agents or 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 or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

8 INDEMNITY

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

8.1.1 personal injury or loss of life to any individual;

8.1.2 loss of or damage to property;

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

9 WARRANTIES

9.1 The Contractor warrants that:

9.1.1 all information disclosed by or on behalf of the Contractor to the City at any time up to the signature date and in particular, during the bid process preceding the award of this agreement to the Contractor, is true, complete and accurate in all material respects and the Contractor is not aware of any material facts or circumstances not disclosed to the City which would, if disclosed, be likely to have an adverse effect on the City's decision (acting reasonably) to award this tender to the Contractor;

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

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

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

9.2.1 personal injury or loss of life to any individual;

9.2.2 loss of or damage to property;

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

10 SIGNAGE AND PARKING BAY LINES

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

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

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

11 INSURANCE

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

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

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

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

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

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

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

11.4 The Supplier shall, by no later than the implementation date, at its own cost and expense, take out and maintain, for the duration of this agreement, the following insurance cover in respect of the provision of kerbside parking management services (in addition to any other insurance which may be required as a matter of law):

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

11.4.2 public liability insurance in an amount of at least R20m (twenty million rand) against liability for damage or injury to any person (including any employee of the Purchaser) or to any property arising from or in relation to implementation of this agreement;

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

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

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

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

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

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

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

12 OCCUPATIONAL HEALTH AND SAFETY ACT

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

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

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

13 COMPLIANCE WITH LAWS

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

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

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

14 WORKMEN'S COMPENSATION

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

15 ASSIGNMENT

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

16 FORCE MAJEURE

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

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

16.3 The Contractor shall: -

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

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

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

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

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

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

17 DEEMED EVENTS OF BREACH

- 17.1 The City may terminate this agreement immediately by giving notice to the Contractor if the Contractor:
- 17.1.1 suffers a change in direct or indirect beneficial ownership or control which would affect its ability to comply with its obligations under this agreement;
 - 17.1.2 disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - 17.1.3 ceases or threatens to cease to carry on business;
 - 17.1.4 ceases to be able to pay its debts as they become due;
 - 17.1.5 has any step taken by a creditor to take possession or dispose of the whole or any part of its assets, operations or business
 - 17.1.6 a resolution is passed to place it in business rescue;
 - 17.1.7 takes any step to enter into any arrangement with its creditors;
 - 17.1.8 is liquidated, whether provisionally or finally;
 - 17.1.9 commits an act of insolvency (as defined in the Insolvency Act, No. 24 of 1936 from time to time) or in terms of the Companies Act, 2008;
 - 17.1.10 committed any corrupt or fraudulent act during the bid process or the execution of the agreement;
 - 17.1.11 an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the agreement that benefited that person.

18 BREACH

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

- 18.1.1 cancel this agreement; or
- 18.1.2 demand specific performance,
- 18.1.3 without prejudice to such aggrieved party's entitlement to claim damages.

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

19 DISPUTES

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

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

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

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

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

20 HAND-OVER PROVISIONS

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

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

20.1.2 The Contractor shall provide the City with such full co-operation and assistance as may be required to ensure a smooth and uninterrupted transfer in respect of the provision of the services to a new service provider(s)

or the City, as the case may be, including but not limited to, enabling the new service provider and/or the City to use the database and, without any further reliance by the City and/or the new service provider on the Contractor and/or its agents and/or involvement by the Contractor and/or its agents in the future provision of the services and without the Contractor or any of its agents retaining any intellectual property in any aspects of the kerbside parking management system which would preclude or impede such a transfer.

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

21 DOMICILIUM AND NOTICES

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

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

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

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

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

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

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

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

22 COSTS

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

23 GENERAL

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

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

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

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

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

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

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

24 CONFIDENTIALITY

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

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

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

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

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

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

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

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

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

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

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

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

25 Clamping

25.1 At the sole discretion of the City, the contractor will be required to implement a clamping protocol, to clamp vehicles who have accrued large amounts of outstanding parking fees, as indicated under this section 25.

25.2 The Contractor will record all number plates and keep accurate record of vehicles who does not pay their parking fees and evades the parking marshals.

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

25.4 The contractor will be required to keep record of all outstanding payments and link it to a license plate. If a vehicle has accumulated an outstanding amount of R500, the vehicle may be clamped. A clamp will be removed upon payment of the outstanding parking fee and the parker will be required to pay up front for all future parking events. All clamps will be removed at 5pm Mondays to Fridays and 1pm on Saturdays, regardless of whether payment was received, unless otherwise indicated by the City.

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

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

ANNEXURE "A"
MONTHLY MANAGEMENT REPORT SPECIFICATIONS

MONTHLY PARKING FEES

- Card Payment Parking Fees
- Average rate collected by marshal
- Payment rate
- Total Monthly Parking fees paid and collected
- Average occupancy

BAY MANAGEMENT

1. Managed bays
 - Number of parking bays managed per area
 - Bay by Bay Location
 - Bay type
 - Average parking period
 - Number of vehicles exceeding posted time limits
 - Total number of parking transactions
 - Number of non-payment offences reported (Based on Actual Sensor Data)
 - Payment Rate
 - Average daily Income
 - Amount of bays managed in previous month
2. Temporary Lost bays
 - Location of Bay
 - Description of Bay
 - Reason for lost bay
 - Amount of bays
 - Date from and date to
3. Permanent Lost bays
 - Location of Bay
 - Description of Bay
 - Reason for lost bay
 - Amount of bays
 - Date from
4. Events/Films Lost bays
 - Location of Bay
 - Description of Bay
 - Reason for lost bay
 - Amount of bays
 - Date from and date to
 - Permit reference Number
 - Contractor to supply permit to the City
5. Exempted Vehicles (in accordance with the Parking By-Law 2010, as amended from time to time)
 - Location of Bay
 - User type
 - Date
 - Period
 - License plate
 - Proof that no fares were collected
 - Photographic proof
 - Copy/photo of officially issued exemption
6. Queries & Complaints from Call Centre or Direct Public

- Total Number of calls\complaints received
- Complaint categories\queries
- Accident\emergency
- Compliment
- No parking marshal present
- Parking-related
- Payment complaints
- Poor service
- Average time to respond to and rectify a complaint
- Compliance statistics for KPI's as specified in Annexure "D"
- Monthly complaints comparison

7. Clamping

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

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

1. CONTRACTOR KEY PERFORMANCE INDICATORS

- 1.1 The criteria listed in the following clauses will be used to monitor performance for the duration of the contract.
- 1.2 Response to complaints: to calls, letters, emails etc.: 90% (ninety percent) of all reported complaints shall be attended to within 7 (seven) days of having been informed by the Call Centre, with the remaining 10% (ten percent) within 14 days from date of logging. "Attended to" will include the report back to the Call Centre.
- 1.3 Database: Database has to be operational within one week of implementation date.
- 1.4 Recording of Parking Activities: Not less than 95% (ninety-five percent) of all parked vehicles audited by means of a physical count (either by the independent auditor or representative of the City) shall have been recorded by the Contractor.
- 1.5 Parking Marshall \ Parking Bay Ratio: Parking Marshall \ Parking Bay ratio must not exceed 15 parking bays per parking marshal, unless otherwise agreed to up front by the City on specific instances.
- 1.6 The contractor is required to pay all revenue over to the City on the 3rd of every month, for the previous month.

2. CONTRACTOR PENALTIES FOR NON-COMPLIANCE

- 2.1 The City shall have the right to impose penalties, based on the total value of the monthly payment to the contractor for any month during which the performance criteria agreed to in the agreement have not been met. This penalty shall apply irrespective of the fact that the non-compliance had been subsequently rectified, and will not be reversed.
- 2.2 Council will have discretion on the application of the penalties, which will be due and payable with the amounts due in the following calendar month.
- 2.3 Response to complaints: to calls, letters & emails etc.: Penalties for non-compliance will be 5% (five percent) of the value of the payment to the Contractor for every week that the complaints are not addressed in accordance with the minimum thresholds in clause 1.1 of this Annexure "C" .
- 2.4 Database: Penalties for non-compliance will be 5% (five percent) of the value of the payment to the Contractor for every week in which the database is late.
- 2.5 Payments: Non-compliance of paying the monthly revenue over to the City on or before the 3rd of every month for the previous month, will attract an immediate penalty of 1% of the invoice due to the Contractor, for every calendar day, from due date until date eventually paid.
- 2.6 Monthly Reports: Non-compliance with KPI requirement that the Contractor submit monthly reports will attract penalties of 1% (one percent) of the value of the payment to the Contractor, for every 1 (one) day deviation from the KPI and the Contractor will not be entitled to deduct any amounts for unavailable bays from the payments due to the City for so long as any monthly report is outstanding.
- 2.7 Recording of Parking Activities: Non-compliance with KPI requirements will attract penalties of 2% (two percent) of the value of the payment due to the contractor for the month for every 1% (one percent) deviation from compliance.
- 2.8 Parking Marshall \ Parking Bay Ratio: Non-compliance with KPI requirements will attract a penalty of 1% (one percent) of the value of the monthly payment to the Contractor, for every instance where the ratio is not complied to, without prior written instruction or agreement by the City.

The contract may be terminated at any time, by the City, with two calendar months' notice to the tenderer.

This invitation is for the supply of a Kerbside Parking Management Service at various selected areas within the metropolitan area of the City of Cape Town. The works will commence within 28 calendar days from commencement of the contract.

ANNEXURE C: DATABASE OF BAYS TO BE MANAGED

GROUP 1

CAPE TOWN CBD INCLUDING KLOOF STREET	
Street/Road Name	Approximate Number of Bays
Adderley	31
Albertus	14
Barrack	29
Bree	279
Bloem	30
Buitengracht	26
Buiten	10
Buitenkant	58
Burg	37
Calendon	11
Castle	4
Church	17
Coen	8
Commercial	56
Corporation	17
Darling	86
DF Malan	36
Dorp	87
Green	23
Harrington	61
Heernegracht	69
Hertzog	4
Hout	10
Icon Building	9
Incredible Connection	16
J Craig M Hammer	18
Jan Smuts	92
Jetty	100
Keerom	9
L Gradner	25
Leeuwen	24
Lower Long	28
Long	174
Longmarket	12
Loop	154
M Hammerschlag	70
Parade	25
Parliament	22
Pepper	59
Plein	58
Queen Vic	102

Riebeek	40
Roeland	30
Rua Vasco Da Gama	24
Shortmarket	3
Strand	12
Wale	29
Civic Lane	12
Hans Strydom	2
Spin	2
Prestwich	11
Wharf	19
Kloof Street	95
Total Bays	2279

Claremont	
Street/Road Name	Approximate Number of Bays
Stegman	15
Old Stanhope	23
Brooke	24
Grove	22
Vineyard	29
Dreyer	32
Corwen	12
Cavendish	11
Ralph	11
Station	10
Bowwood	13
Main	13
Claremont Civic	49
Total bays	264
Newlands	
Street/Road Name	Approximate Number of Bays
Main	11
Dean	20
Wilkinson	12
Off Street Parking Area	26
Total bays	69

Bellville	
Street/Road Name	Approximate Number of Bays
Durban	72
Church	22
Kruskal	108
Voortrekker	67
Vrede	57
Charl Malan	13
Blankenberg	29
Cross	22

Edward	145
Teddington	10
Total bays	545

KENILWORTH	
Street/Road Name	Approximate Number of Bays
Main road	55

DE WATERKANT	
Street/Road Name	Approximate Number of Bays
Strand	12
Rose	12
Chappini	50
Waterkant	40
Hudson	18
Dixon	5
Jarvis	18
Alfred	28
Napier	57
Liddle and Cobern	38
Bennet	12
Number of Bays (Base amount)	290

GARDENS	
Street/Road Name	Approximate Number of Bays
Myrtle	7
Buitenkant	26
St Johns	43
Number of Bays (Base amount)	76

SEAPOINT	
Street/Road Name	Approximate Number of Bays
Glengariff	3
Main Road	212
Regent	117
Number of Bays (Base amount)	332

GROUP 2

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

WOODSTOCK	
Street/Road Name	Approximate Number of Bays
Lower Church towards CBD	56
Number of Bays (Base amount)	56

SALTRIVER	
Street/Road Name	Approximate Number of Bays
Circle to Lower Church	120
Saltriver Road	64
Durham	72
Number of Bays (Base amount)	250

GREENPOINT	
Street/Road Name	Approximate Number of Bays
Ebenezer to York	101
Number of Bays (Base amount)	101

TYGERVALLEY	
Street/Road Name	Approximate Number of Bays
Edward	261
Number of Bays (Base amount)	261

GROUP 3

SIMONS TOWN	
Street/Road Name	Approximate Number of Bays
Main Road	140
Number of Bays (Base amount)	140

FISH HOEK	
Street/Road Name	Approximate Number of Bays
Main Road	289
Number of Bays (Base amount)	289

MUIZENBERG	
Street/Road Name	Approximate Number of Bays
Beach road/Surfers corner	242
Number of Bays (Base amount)	242

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

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

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

ANNEXURE D: HISTORIC DATA

Table 1: Value of a bay per weekday

Value of a bay per day @ 100% occupancy and payment								
Area	Tariff Rates			Operational hours 8am to 5pm week days and 8am to 1pm on Saturdays		Value of a bay		
Rate	01-Jul-20	01-Jul-21	01-Jul-22	Hours	15 min	01-Jul-20	01-Jul-21	01-Jul-22
CBD, Claremont, Seapoint	R 4.70	R 4.80	R 4.80	9	36	R169.20	R172.80	R172.80
Bellville, Newlands, Kloof Street, Gardens, Kenilworth, De Waterkant	R 3.30	R 3.40	R 3.40	9	36	R118.80	R122.40	R122.40

Table 2: Occupancy rates

Reported Occupancy Rates					
Pre Covid 19					
Year 19/20	CBD	Bellville	Claremont	Seapoint	Newlands
Jan-19	65%	48%	41%	51%	
Feb-19	71%	48%	40%	52%	
Mar-19	70%	51%	39%	50%	
Apr-19	70%	50%	39%	50%	
May-19	67%	50%	38%	47%	
Jun-19	65%	49%	37%	43%	
Jul-19	68%	46%	36%	44%	
Aug-19	69%	48%	34%	44%	
Sep-19	65%	43%	34%	44%	
Oct-19	64%	42%	37%	45%	
Nov-19	62%	44%	39%	48%	
Dec-19	48%	49%	42%	54%	
Jan-20	58%	41%	39%	50%	
Feb-20	60%	41%	39%	48%	
Mar-20	50%	41%	31%	43%	
Average %	63%	46%	38%	47%	
Post Covid 19					
Nov-21				72%	
Dec-21	51%		59%	74%	59%
Jan-22	53%		61%	73%	64%
Feb-22	52%		63%	71%	62%
Mar-22	41%		39%	61%	30%
Apr-22	39%	41%	37%	60%	31%
May-22	41%	42%	36%	54%	34%
Jun-22	40%	45%	38%	54%	31%
Jul-22	42%	46%	41%	57%	32%
Average %	45%	44%	47%	64%	43%

Table 3: Payment rates

Reported Payment Rates					
Pre Covid 19					
Year 19/20	CBD	Bellville	Claremont	Seapoint	Newlands
Jan-19	75%	72%	88%	92%	
Feb-19	75%	76%	90%	91%	
Mar-19	74%	76%	90%	91%	
Apr-19	73%	76%	89%	92%	
May-19	72%	76%	91%	92%	
Jun-19	73%	78%	91%	91%	
Jul-19	75%	78%	91%	91%	
Aug-19	75%	77%	92%	92%	
Sep-19	72%	78%	93%	92%	
Oct-19	70%	78%	92%	92%	
Nov-19	68%	78%	91%	92%	
Dec-19	60%	76%	92%	89%	
Jan-20	65%	77%	93%	91%	
Feb-20	67%	76%	92%	92%	
Mar-20	63%	75%	93%	91%	
Average %	70%	76%	91%	91%	
Post Covid 19					
Nov-21				87%	
Dec-21	66%		85%	89%	85%
Jan-22	69%		88%	90%	90%
Feb-22	68%		89%	89%	90%
Mar-22	64%		83%	89%	86%
Apr-22	65%	55%	84%	90%	88%
May-22	65%	57%	84%	91%	87%
Jun-22	65%	54%	85%	89%	89%
Jul-22	67%	53%	84%	88%	88%
Average %	66%	55%	85%	89%	88%

Table 4: Total reported monthly parking fees collected per area

Total reported parking fees collected					
Pre Covid 19					
Year 19/20	CBD	Bellville	Claremont	Seapoint	Newlands
Jan-19	R2 057 300.00	R508 250.60	R386 940.40	R777 097.20	
Feb-19	R2 247 204.00	R517 881.20	R367 747.60	R706 402.40	
Mar-19	R2 387 310.00	R534 074.40	R366 498.00	R717 600.40	
Apr-19	R2 196 325.00	R523 460.00	R362 089.20	R674 515.60	
May-19	R2 240 251.50	R534 398.60	R381 321.60	R674 326.40	
Jun-19	R2 307 124.00	R507 990.20	R346 442.80	R621 359.20	
Jul-19	R2 554 967.00	R595 562.20	R406 810.20	R720 852.20	
Aug-19	R2 592 540.00	R574 061.80	R377 494.40	R685 087.20	
Sep-19	R2 344 558.00	R552 358.80	R347 143.60	R649 552.20	
Oct-19	R2 484 000.00	R623 171.20	R426 309.60	R741 639.40	
Nov-19	R2 318 500.00	R599 306.20	R407 987.80	R742 614.80	
Dec-19	R1 622 950.00	R560 654.40	R392 849.20	R731 648.40	
Jan-20	R1 743 168.52	R519 385.60	R405 618.80	R789 369.20	
Feb-20	R1 880 750.00	R489 815.20	R399 096.00	R701 362.00	
Mar-20	R1 220 430.00	R431 930.80	R284 178.80	R564 861.60	
Average	R2 146 491.87	R538 153.41	R377 235.20	R699 885.88	
Post Covid 19					
Nov-21				R690 940.80	
Dec-21	R1 645 742.40		R429 085.80	R745 675.20	
Jan-22	R1 649 529.00		R348 847.00	R724 059.00	R98 000.00
Feb-22	R1 603 400.00		R459 762.50	R705 489.00	R134 437.50
Mar-22	R1 840 133.60		R368 543.20	R734 565.10	R86 206.30
Apr-22	R1 580 389.90	R257 389.30	R301 993.30	R649 534.50	R78 602.40
May-22	R1 817 999.00	R299 006.80	R334 917.90	R646 779.90	R96 045.90
Jun-22	R1 773 657.60	R303 504.00	R357 733.15	R632 565.00	R89 677.65
Jul-22	R1 965 567.80	R311 787.10	R390 559.50	R675 999.50	R94 785.10
Average	R1 701 550.21	R286 633.37	R371 554.69	R691 201.06	R97 161.63

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

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

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
--------------------------------------	--	--	--	---------------	--	------------------	--	--

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

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

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 CCT
Project Manager:

.....

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

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 B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date:

