


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 1 of 119

**TENDER NO: 67S/2023/24****TENDER DESCRIPTION: The Provisions of Staff Transport****CONTRACT PERIOD: From Commencement of Contract for 36 months**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 24 October 2023**CLOSING TIME:** 10:00 a.m.**TENDER BOX  
NUMBER:** 165**TENDER FEE:**

**[R 200.00]** 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	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (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	:	22 September 2023
SITE VISIT/CLARIFICATION MEETING	:	<b>9 October 2023</b> <b>9:00am – 11:00am</b> (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING:		Skype link - <a href="https://meet.capetown.gov.za/jean.jonker/F6F9J1MP">https://meet.capetown.gov.za/jean.jonker/F6F9J1MP</a>
TENDER BOX & ADDRESS	:	<b>Tender Box as per front cover at the Tender &amp; Quotation Boxes Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</b>  : 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 <b>“TENDER NO. 67S/2023/24: The Provisions of Staff Transport</b> , 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: Jean Jonker Tel. No.: (021) 444 2045 Email: <a href="mailto:jeanmorkel.jonker@capetown.gov.za">jeanmorkel.jonker@capetown.gov.za</a>

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

**(2) CONDITIONS OF TENDER****2.1 General****2.1.1 Actions**

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

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

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

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

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

**2.1.2 Interpretation**

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

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

**2.1.3 Communication during tender process**

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

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

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

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

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

## 2.1.5 Procurement procedures

### 2.1.5.1 General

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

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

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

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

A two-stage system will not be followed.

**2.1.5.2.1** Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**2.1.5.2.2** The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

### 2.1.5.3 Nomination of Standby

Standby Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby 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:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

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

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

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

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

**2.1.6.7 Compliance to the City's Appeals Policy.**

*"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.*

*The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town. Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.*

*Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.*

*In the event where you do not have a Municipal account with the City, the fee may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy."*

**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, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website [www.capetown.gov.za](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 2.2.1.1.1 Submit a tender offer

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

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

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

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

**2.2.1.1.3 Compulsory clarification meeting** - Not applicable

**2.2.1.1.4 Minimum score for functionality** - Not applicable

**2.2.1.1.7 Provision of samples** - Not applicable

**2.2.1.1.8 Additional Requirements**  
**Refer to Special Conditions of Contract: Clauses 36 ,37 and 38 in addition to the below Tender Requirements.**

**2.2.1.1.8.1** Vehicles offered by the tenderer in the Pricing Schedule, must be registered in the name of the tenderer at time of tender submission or a leasing agreement or a Proforma agreement must be submitted by the tenderer at time of tender submission or upon written request, between the tenderer and the leasing party.

Tenderers to complete Addendum A and submit corresponding valid registration certificates and/or leasing agreement or a Proforma agreement for all vehicles submitted, at time of tender submission or upon written request.

**2.2.1.1.8.2** Tenderers to complete Addendum B and submit relevant driver details with tender submission or upon written request. Tenderers must submit the minimum amount of driver names to ensure a minimum of one driver per vehicle offered, meeting the minimum requirements of the specification.

**2.2.2 Cost of tendering**

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

**2.2.3 Check documents**

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

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

**2.2.4 Confidentiality and copyright of documents**

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

**2.2.5 Reference documents**

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

**2.2.6 Acknowledge and comply with notices**

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

**2.2.7 Clarification meeting**

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

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



**2.2.8 Seek clarification**

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

**2.2.9 Pricing the tender offer**

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

**2.2.10 Alterations to documents**

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

**2.2.11 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 City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months'

subject to mutual agreement and administrative processes and upon approval by the City Manager.

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

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

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

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

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

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

**2.2.17 Provide other material**

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

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

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

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

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

**2.2.18 Samples, Inspections, tests and analysis**

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

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance

with the instructions set out in the Specification.

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

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

## 2.2.19 Certificates

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

### 2.2.19.1. Broad-Based Black Economic Empowerment Act

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

### 2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

### 2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.

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

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

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

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

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

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

### **2.3.2 Issue Notices**

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

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

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

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

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

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

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

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

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

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

responsive.

### **2.3.5 Non-disclosure**

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

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

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

### **2.3.7 Test for responsiveness**

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

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

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

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

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

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

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

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

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

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

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

#### **2.3.10.1 General**

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

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

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

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

#### **2.3.10.2 Decimal places**

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

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

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

- based on the sum of the prices/rates in relation to historical volumes.

**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:

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

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

Price shall be scored as follows:

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

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 based on the Specific Goal as per below:

Table B1: Awards above R200 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>		
1	<b>Gender are women (ownership)*</b>  >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> <li>• Company Registration Certification</li> <li>• Central Supplier Database report</li> </ul>
2	<b>Race are black persons (ownership)*</b>  >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> <li>• B-BBEE certificate;</li> <li>• Company Registration Certification</li> <li>• Central Supplier Database report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b>  <i>WHO disability guideline</i> >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> <li>• Proof of disability</li> <li>• Company Registration Certification</li> </ul>



Reconstruction and Development Programme (RDP) as published in Government Gazette			
4	<b>Promotion of Micro and Small Enterprises</b> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i>  <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	<ul style="list-style-type: none"> <li>• B-BBEE status level of contributor;</li> <li>• South African owned enterprises;</li> <li>• Financial Statement to determine annual turnover</li> </ul>
	Total points	20	

\*Ownership: main tendering entity

### 2.3.10.5 Risk Analysis

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

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

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

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

### 2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

### 2.3.12 Acceptance of tender offer

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

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

**2.3.12.2** Accept the whole tender or part of a tender or 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.
- f) Circumstance where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity

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

### **2.3.13 Prepare contract documents**

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

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

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


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

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

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

**2.3.15 Provide written reasons for actions taken**

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

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 67S/2023/24**

**TENDER DESCRIPTION: The Provisions of Staff Transport**

**CONTRACT PERIOD: From Commencement of Contract for 36 months**

## VOLUME 2: RETURNABLE DOCUMENTS

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

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

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

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

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other: .....

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

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen domicilium citandi et executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ (Name & Surname)  Telephone:( ____ ) _____ Fax:( ____ ) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	
<b>City of Cape Town Supplier Database Registration Number</b> (See Conditions of Tender)	
<b>National Treasury Central Supplier Database registration number</b> (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)
<b>Questionnaire to Bidding Foreign Suppliers</b>	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <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
<b>Other Required registration numbers</b>	

**(4) FORM OF OFFER AND ACCEPTANCE**
**TENDER 067S/2023/24 The Provisions of Staff Transport**
**OFFER: (TO BE FILLED IN BY TENDERER):**
**Required Details** (Please provide applicable details in full):

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (if different from above)	

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

---

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

---

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

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

---

 Signature(s)

---

 Print name(s):

On behalf of the tenderer (duly authorised)

---

 Date

INITIALS OF CITY OFFICIALS		
1	2	3

## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER: 067S/2023/24 The Provisions of Staff Transport

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

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

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (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 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 confirmed by the signature.

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 fulfill any of these obligations in accordance with these terms shall constitute a repudiation of this agreement.

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

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



## FORM OF OFFER AND ACCEPTANCE (continued)

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

### Schedule of Deviations

#### Notes:

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

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

**ONLY TO BE**

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

**COMPLETED AT**

**ACCEPTANCE STAGE**

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 Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. 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 word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 The City of Cape Town reserves the right to appoint a Main Service Provider for **All ITEMS**, the provision of staff transport for Shift Workers, Call Centre operators and the Bloemhof bus route. The City of Cape Town reserves the right to appoint a Alternative Service Provider for all **All ITEMS**, should the Main Service Provider not be able to render the Service regarding defaulting and/or if the external operational demand exceeds the capacity of the Main Service Provider for either Item during the Tenure of this contract.
- 5.9 Tenderers must submit firm prices for **YEARS** one (1), two (2) and three (3) for **ITEMS** one (1) and two (2) of the Price Schedule.

INITIALS OF CITY OFFICIALS		
1	2	3

**TENDER NO: 67S/2023/24**

- 5.10 The tendered kilometer rate must be all inclusive of fixed costs, running costs, overheads (including certified drivers, shift allowances, overtime and associated costs), insurance costs, security costs and all other applicable costs including replacement vehicles to stand in during emergencies or breakdowns, to render a timely, efficient and safe service, meeting the specified requirements for the duration of this contract.
- 5.11 The tendered kilometer rate will cover any expenditure incurred to provide a 24hrs/7days/365days service as and when required.
- 5.12 In the case of a breakdown or emergency, the replacement vehicle shall be at the same tendered kilometer rate as the vehicle being replaced.
- 5.13 The 20 seater bus and driver utilized to service the fixed route between Bloemhof and Bellville station Item two (2), must be tendered at a fixed monthly rate as well as a daily rate pending the operational demand when the additional 20 seater bus is requested.
- 5.14 The fixed area route between Bloemhof and Bellville station is depicted in Addendum 3 of the Specifications and typical shifts and routes with addresses can be found in Addendum 6 of the Specifications.

ITEM NO.	TYPE OF VEHICLE	UNIT	FIRM UNIT PRICE (EXCL. VAT) YEAR 1	FIRM UNIT PRICE (EXCL. VAT) YEAR 2	FIRM UNIT PRICE (EXCL. VAT) YEAR 3
<b>1.</b>	<b>Seating Capacity of Vehicles Supplied with Relevant Certified Drivers</b>				
1.1	14 Seater	Per km	R_____	R_____	R_____
1.2	7 Seater	Per km	R_____	R_____	R_____
1.3	20 Seater	Per km	R_____	R_____	R_____
<b>2</b>	<b>Bus Route: Vehicles Supplied with Relevant Certified Drivers</b>				
2.1	20 Seater Bus	<b>Per Month</b>	R_____	R_____	R_____
2.2	20 Seater Bus	<b>Per Day</b>	R_____	R_____	R_____

INITIALS OF CITY OFFICIALS		
1	2	3

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

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

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

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

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

## Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below


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

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

\_\_\_\_\_  
 Date

### Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

#### 2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party

that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

3.12.1 If yes, furnish particulars .....

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

3.13.1 If yes, furnish particulars .....

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

3.14.1 If yes, furnish particulars .....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the 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

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

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

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

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

2.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
2.5.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the 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 <b>Business</b> 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 <b>residential</b> 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**

**Fix rates per year to be submitted**

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **67S/2023/24 – THE PROVISIONS OF STAFF TRANSPORT** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

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

### **Schedule 10: Price Basis for Imported Resources**

Not applicable

### Schedule 11: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: .....

**Schedule 13: Information to be provided with the tender**

The following information shall be provided with the Tender:

- a) **Addendum A**
  - Tenderer’s Vehicle List
  
- b) **Addendum B**
  - Tenderer Driver Details
  
- c) **Addendum C**
  - Tenderer’s Facility (Control Room and Fleet Depot) if available at time of tender submission

**SIGNED ON BEHALF OF TENDERER:** .....

### **Addendum A: TENDERER'S VEHICLE LIST**

**Tenderers must attach vehicle registration certificates with the tender submission. Only vehicles with applicable vehicle registration certificates will be considered during the evaluation process.**

**Vehicles registered in the name of the Tenderer and/or those listed in a Leasing agreement will be accepted.**

**Minimum quantities to be listed as per Specifications.**



Ten (10) x Fourteen (14) seating capacity vehicles

	Type Description Minimum of Ten (10) x Fourteen (14) seating capacity vehicles	Registration	Legal Carrying Capacity	Age (First Registration)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## Ten (10) x Seven (7) seating capacity vehicle

	Type Description Minimum of Ten (10) x Seven (7) seating capacity vehicle	Registration	Legal Carrying Capacity	Age (First Registration)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## Four (4) x Twenty (20) seating capacity vehicle

No.	Type Description Minimum of Four (4) x Twenty (20) seating capacity vehicle	Registration	Legal Carrying Capacity	Age (First Registration)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

## Addendum B: TENDERER DRIVER DETAILS

Tenderers must submit the minimum amount of driver names to ensure a minimum of one driver per vehicle offered, meeting the minimum requirements of the specification.

### Minimum of twenty four (24) suitably qualified driver names to be listed

No.	Name and Surname <u>Minimum of twenty four (24) suitably qualified driver names to be listed</u>	ID Number	PRDP Valid to date (dd-m-yyyy)	License Valid to date (dd-mm-yyyy)	Type of License
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

No.	Name and Surname <u>Minimum of twenty four (24) suitably qualified driver names to be listed</u>	ID Number	PRDP Valid to date (dd-m-yyyy)	License Valid to date (dd-mm-yyyy)	Type of License
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					


**Addendum C: TENDERER’S FACILITY (Control Room and Fleet Depot)**

The tenderer shall state below details of the Facility based within the geographical boundaries of the City of Cape Town. The City reserves the right to inspect the location provided below (if available at time of tender submission) to ensure compliance with the Specification requirements within thirty (30) days from commencement of contract and confirmed in the Special Conditions of Contract Clauses 36, 37 and 38.

Local Office of Control Room:.....  
.....  
.....

Local Depot where vehicles are parked .....  
.....  
.....  
.....

Name of Security Company (refer to Clause 8 of the Specification)  
.....  
.....

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 67S/2023/24**

**TENDER DESCRIPTION: The Provisions of Staff Transport**

**CONTRACT PERIOD: From Commencement of Contract for 36 months**

## VOLUME 3: DRAFT CONTRACT

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

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

## VOLUME 3: DRAFT CONTRACT

### (7) SPECIAL CONDITIONS OF CONTRACT

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

#### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

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

#### **3. General Obligations**

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

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



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

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

*Add the following after clause 5.4:*

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

- 5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

**7. Performance Security – Not Applicable**

*Delete clause 7.1 and replace with the following:*

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal to **[DRAFTER TO INSERT RAND AMOUNTS REQUIRED AS DETERMINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SCM POLICY]** being [ ] percent of the Contract price.

*Delete clause 7.3 and replace with the following:*

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

*Delete clause 7.4 and replace with the following:*

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

OR

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

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

**8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

**10. Delivery and documents**

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

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

**11. Insurance**

*Add the following after clause 11.1:*

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

As a general guideline it is expected that the successful service provider needs to cover his / her risk adequately for the chosen scope of work.

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

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

**15. Warranty**

*Add to Clause 15.2:*

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

**16. Payment**

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

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

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

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

- a) ???
- b) ???
- c) ???
- d) Formula ???
- e) Indices ???
- f) Returnable schedules ???

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

### **17.5.1 Adjustment for variations in rates of exchange:**

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

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

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

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

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

inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".

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

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

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

#### 17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

#### 17.5.3 Adjustment for variation in labour and material Costs

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

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

### **18. Contract Amendments**

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

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

*Add the following to clause 18.1:*

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

### **20. Subcontracts**

*Add the following after clause 20.1:*

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the 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, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be **based on the Key Performance Indicators as per the Specification Section 14 Performance Monitoring and Addendum 7.**

Penalties to the value of **1%** of the applicable trip/route driven only (Frame work order) for late arrival (dropping/collecting staff) at the depot will be applicable. A credit note to the value of the penalty amount must be submitted to designated official as well as the relevant accounts payable section in the City of Cape Town.

The successful tenderer will be required to provide monthly reports of all occurrences as and when required. Monitoring and managing processes to be agreed to a commencement of contract.

- 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 follows 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.

## **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.



**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.

**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, 2<sup>nd</sup> 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.

### **36. Establishment of a fully compliant Facility (Control Room and Fleet Depot), thirty days (30 days) from commencement of contract**

- 36.1 The supplier (Main and Alternative) must within thirty (30) days from commencement of the contract, establish a Facility (Control Room and Fleet Depot) within the Geographical Boundaries of the City of Cape Town (a graphic depiction of the aforesaid Geographical Boundaries is attached to the Specifications marked Addendum 8 which meets the requirements set out in **Section 6** of the Specification in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.
- 36.2 The City of Cape Town shall perform only one (1) technical assessment of the Facility (Control Room and Fleet Depot) mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in **Section 6** of the Specification and otherwise meets the requirements necessary for the supplier (Main and Alternative) to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Facility (Control Room and Fleet Depot) has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated from the supplier in terms of this contract. Should the supplier fail to establish a Facility (Control Room and Fleet Depot) which complies with the aforementioned requirements, within the thirty (30) days mentioned in clause 36.1 above or a reduced period as contemplated in clause 36.3 below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier. The date on which the aforementioned technical assessment shall be held, will not exceed two (2) weeks from expiry of the thirty (30) days period.
- 36.3 The supplier (Main and Alternative) may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the thirty (30) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties, which shall not exceed two (2) weeks from receipt from the suppliers notification in terms of this clause.
- 36.4 The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Facility (Control Room and Fleet Depot) during that assessment and demonstrating to the City all aspects of the Facility (Control Room and Fleet Depot) relevant for the aforementioned technical assessment.
- 36.5 Notwithstanding the contents of 36.1 to 36.4 above, the City of Cape Town reserves the right, at its sole discretion and on fourteen (14) days notice, to perform technical assessments of the Facility (Control Room and Fleet Depot) during the tenure of the contract as and when required, to ensure that the Facility (Control Room and Fleet Depot) meets the requirements set out in **Section 6** of the Specification in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Facility (Control Room and Fleet Depot) is not compliant with the aforesaid requirement, this shall be a material breach of the contract.
- 36.6 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All licensed drivers employed by the supplier and Passenger carrying vehicles offered (owned or leased) as specified must be available for use by the supplier within thirty (30) days from commencement of the contract.

**37. Appointment and Activation of the Alternative Tenderer**

- 37.1 The appointed Alternative Tenderer will be liable for all services executed. All work that is in progress at the time of activating the Main Tenderer will remain the responsibility of the Alternative Tenderer to complete.
- 37.2 The City of Cape Town will appoint the Alternative Tenderer with the same contractual conditions as stipulated and as specified.
- 37.3 At any stage during the contract, if the Main Tenderers' capacity to perform cannot meet the operational demand, the City of Cape Town reserves the right to activate and utilise the Alternative Tenderer until such time that the Main Tenderers capacity is adequate to meet the demand.
- 37.4 In all instances when needed, the activation of the Alternative Tenderer will take place in a consensus agreement. It will only be activated based on agreed timeframes.

**38. Member of South African Road Passenger Bargaining Council (SARPBAC)**

- 38.1 The Main Tenderer and Alternative Tenderer awarded must provide proof of SARPBAC membership upon contract acceptance.
- 38.2 The Main Tenderer and Alternative Tenderer awarded must ensure full compliance to SARPBAC regulations for the duration of the contract, for all vehicles and drivers employed, contracted and/or Leased.

**(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](http://www.treasury.gov.za).

## **4. Standards**

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

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

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## **6. Patent rights**

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

## **7. Performance Security**

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## **8. Inspections, tests and analyses**

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

## **9. Packing**

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

## 10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the SCC.

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental Services

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

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

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

## 14. Spare parts

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

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

## 15. Warranty

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

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

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



- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## 22. Penalties

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

## 23. Termination for default

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

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

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

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

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

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

- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed

on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
 (b) the purchaser shall pay the supplier any monies due to the supplier.

## 28. Limitation of Liability

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

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

## 29. Governing language

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

## 30. Applicable Law

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

## 31. Notices

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

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

## 32. Taxes and Duties

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

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

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

## 33. National Industrial Participation (NIP) Programme

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

## 34 Prohibition of Restrictive practices

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

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

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

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

"Guaranteed Sum" means: The maximum amount of R .....

Amount in words: .....

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

**PERFORMANCE GUARANTEE**

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

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

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

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**ANNEXURE****LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

**National Banks**

ABSA Bank Limited  
 Firststrand Bank Limited  
 Investec Bank Limited  
 Nedbank Limited  
 Standard Bank of South Africa Limited

**International Banks (with branches in South Africa)**

Barclays Bank PLC  
 Citibank NA  
 Credit Agricole Corporate and Investment Bank  
 HSBC Bank PLC  
 JPMorgan Chase Bank  
 Societe Generale  
 Standard Chartered Bank

**Insurance Companies**

American International Group Inc (AIG)  
 Bryte Insurance Company Limited  
 Coface SA  
 Compass Insurance Company Limited  
 Credit Guarantee Insurance Corporation of Africa Limited  
 Guardrisk Insurance Company Limited  
 Hollard Insurance Company Limited  
 Infiniti Insurance Limited  
 Lombard Insurance Company Limited  
 Mutual and Federal Risk Financing Limited  
 New National Assurance Company Limited  
 PSG Konsult Ltd (previously Absa Insurance)  
 Regent Insurance Company Limited  
 Renasa Insurance Company Limited  
 Santam Limited

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

**Not applicable**



**(10.1) ADVANCE PAYMENT SCHEDULE – NOT APPLICABLE**

**Not Applicable**

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

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

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

I, ..... , representing

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

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

COID ACT Registration Number: .....

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

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

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

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

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

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

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

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

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) THE PROVISION OF STAFF TRANSPORT**

<u>SPECIFIED</u>	<u>DETAILS OF OFFER:</u> <u>(Comply/Yes/Agree)</u>
<p><b>1 Scope of Specification</b></p> <p>1.1 This specification provides for the hire of licensed, passenger carrying vehicles with a minimum of one driver assigned to each vehicle, whom has valid driver licenses and/or PRDP's where applicable. Must have seating capacity, as specified, to provide staff transport within the geographical boundaries of the City of Cape Town. Geographical representation of the City of Cape Town boundaries see Addendum 8</p> <p>1.1.1 At commencement of the contract, the optimum number of functionally aligned vehicles and drivers utilised, will be negotiated to service the operational demand at that stage.</p> <p>A minimum of:</p> <ol style="list-style-type: none"> <li>1. Ten (10) x Fourteen (14) seating capacity vehicles and Certified Drivers</li> <li>2. Ten (10) x Seven (7) seating capacity vehicle and Certified Drivers</li> <li>3. Two (2) x Twenty (20) seating capacity vehicle and Certified Drivers</li> </ol> <p>will be required from commencement of the contract for Item one (1) of the Pricing Schedule. The Letter of Registration, Ownership, Lease agreement or Proforma Agreement must be submitted with the tender submission or upon written request. Tenderers must prove that they have the potential to meet the capacity at commencement of contract. A valid certificate of fitness must be submitted at commencement of contract.</p> <p>1.1.2 Two (2) x 20 seater busses and Certified Drivers must be available from commencement of contract for item two (2) of the Pricing Schedule, depending on the operational requirements. Both vehicles must be available at all times but only the monthly rate will be payable for the first vehicle.</p> <p>The tenderer must note that the City of Cape Town will only be paying the rate of the vehicles utilised. Should the need arise the daily rate for the second vehicle will be applicable.</p> <p>The Letter of Registration, Ownership, Lease agreement or Proforma Agreement must be submitted with the tender submission or upon written request. Tenderers must prove that they have the potential to meet the capacity at commencement of contract. A valid certificate of fitness must be submitted at commencement of contract.</p> <p>A minimum of:</p> <ol style="list-style-type: none"> <li>1. Two (2) x Twenty (20) seating capacity vehicle and Certified Drivers</li> </ol> <p>The route map is provided in <b>Addendum 3</b>.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

**SPECIFIED****DETAILS OF OFFER:**  
**(Comply/Yes/Agree)**

- 1.1.3 The following additional quantities of vehicle types and drivers may be required during the tenure of the contract. The requesting notice period to make the vehicles and drivers available will be 72 hours from the receipt of an official purchase order, thereafter the agreed transport times and period durations will be indicated and must be adhered too.

Approximately:

1. Five (5) x Fourteen (14) seating capacity vehicles and Certified Drivers
2. Five (5) x Seven (7) seating capacity vehicle and Certified Drivers
3. Three (3) x Twenty (20) seating capacity vehicle and Certified Drivers

If the Main tenderer cannot provide the capacity at the time of need covering the specified timeframes, the City of Cape Town reserves the right to procure the additional capacity from the Alternative Tenderer.

- 1.2 Tenderers are to complete all documents in black ink or electronically. In addition, tenderers are to submit a scanned copy of the completed tender document and all supporting documents requested, in PDF format. The resulting PDF files are to be stored in clearly identified folders in a USB flash drive for ease of reference and evaluation.

## **2 Applicable Standards**

- 2.1 The transport services offered as well as the vehicles utilised in this tender offering is to comply in all respects but not limited to the appropriate regulations listed below as well as any relevant South African regulations / permits / operating licences pertaining to the transport of persons for gain. All drivers utilised for the duration of this contract must be in possession of a valid PRDP and drivers licence and comply with:

- 2.1.1 National Road Traffic Act, 1996 (Act 93 of 1996) or other applicable legislation and SANS Specifications.

- 2.1.2 National Land Transport Act of 2009

- 2.1.3 Occupational Health and Safety Act No. 85 of 1993 and associated General Machinery Regulations.

- 2.1.4 ISO 14001  
Environmental Management System or conformance to it or an equivalent standard  
Submit proof of certification or proof of conformance

- 2.1.5 ISO 9001  
Quality Management System or conformance to it or an equivalent standard  
Submit proof of certification or proof of conformance

- 2.1.6 Waste generated from any activities of the successful Service Provider shall be disposed of in an environmentally compliant manner and proof of compliance will be required; In this regard the service provider shall comply with the National Environmental Management Waste Act (NEMWA) 59 of 2008 and Environmental Conservation Act 73 of 1989 as amended from time to time or any other applicable legislation.

**SPECIFIED****DETAILS OF OFFER:**  
**(Comply/Yes/Agree)**

2.1.7 Member of South African Road Passenger Bargaining Council (SARPBAC)

.....

2.1.7.1 The Main Tenderer and Alternative Tenderer awarded must provide proof of SARPBAC membership before a Purchase Order will be issued.

.....

2.1.7.2 The Main Tenderer and Alternative Tenderer awarded must ensure full compliance to SARPBAC regulations for the duration of the contract, for all vehicles and drivers employed, contracted and/or leased.

.....

**3 Operational Requirements**

3.1 The driver shall arrive at the depot thirty (30) minutes before the commencement of the shift or Bus transport.

.....

3.2 The driver shall depart no later than thirty (30) minutes after the shift hand over.

.....

3.3 All authorised officials making use of the transport will be issued with a permit which must be produced when embarking. The driver shall not transport any persons without valid authorisation.

.....

3.4 Temporary staff using the staff transport service will be issued with a temporary ticket that will be date stamped and signed by the designated responsible person. Email confirmation will be sent to the Control Room of the successful tenderer.

.....

3.5 The successful tenderer will provide a list of vehicles (including replacements) and drivers (including replacements) that will be allocated per Depot on the 25th of each month for the duration of the contract. Driver change notifications must be sent to the applicable Depot and the Depot contract manager within one (1) hour of start of driving shift.

.....

3.6 The successful tenderer must represent, certify and ensure that their services are performed in a timely, efficient and safe manner conforming to all aspects as stipulated in this contract.

.....

3.7 The successful tenderer must provide one key account manager to ensure the staff transport and/or bus transport is provided as per contract.

.....

3.8 All mileages reflected on the Waybill and Invoices must be calculated from the first pickup to the last drop off of each shift regardless of the trip being incoming or outgoing.

Item 2: The 20 seater bus must be billed as a fixed monthly invoice (fixed route as per addendum- Bellville station to Bloemhof Electrical Services Head Office).

.....

**4 Route Scheduling**

4.1 Take note of the areas indicated in Addendum 2 that are typical areas travelled by current staff with the potential shift times in Addendum 6. They are to be used by the tenderer to familiarize themselves with the scope of the contract and to align their applicable resources.

.....

4.2 Optimum fixed routes within the various areas covering the various shifts provided in Addendum 2 and 6 will be established on the award of the contract in conjunction with the successful tenderer and the designated official.

.....

**SPECIFIED****DETAILS OF OFFER:**  
**(Comply/Yes/Agree)**

- 4.3 Set pickup points will be identified on the various fixed routes in consultation with the designated City of Cape Town official and may be aligned with operational requirements if required. ....
- 4.4 It will be expected of the successful tenderer to cover these routes at the set times covering the relevant shift rosters/operation requirements. Typical shift rosters will be provided with the commencement of the contract. ....
- 4.4.1 The optimum number of vehicles and drivers will be established at the commencement of contract i.e. Same vehicle to be used for pick-up and dropping off of staff at the start and end of the shift respectively. ....
- 4.5 It must be noted that these routes must be covered seven (7) days per week, inclusive of any public holidays, as per requirement of transport times outside of 06:00AM – 18:00PM and a twenty-four (24) hr service over weekends and public holidays ending the next scheduled weekday at 6:00am. ....
- 4.5.1 Where it is operationally required the above mentioned specified times may be altered. ....
- 4.5.2 Transport may be required Monday to Sunday 24/7 as and when operational demand requires it. ....
- 4.6 The final routings will be agreed with the successful tenderer. The designated official may approve deviations from the scheduled routes when the operational needs require such interventions. ....
- 4.7 The revised route schedule will be forwarded to the successful tenderer's Control Room. ....
- 4.8 The Control Room will advise the successful tenderer's driver(s) of such amendments. ....
- 4.9 The driver shall not deviate from the approved route, nor allow members of the public to embark on the scheduled route. ....
- 4.10 Any abnormal instances must be documented on the waybill, such as foul language, late arrivals or any other deviations / inappropriate behaviour of staff, by the successful tenderer's driver. ....
- 4.11 The driver shall only receive and obey instructions from the successful tenderer's Control Room and not from any staff. The designated official must inform the Control Room and not the driver of any deviations or changes made to the scheduled programme. ....

**5 General Operational Times**

- 5.1 **Shift Workers**  
**Possible shift times see Addendum 6**
- 5.1.1 Mondays – Thursdays  
Transport from home to work and work to home is only required for staff who reports for shifts whose start and end times falls within the period 18H00 (evening) – 06H00 (morning). ....

<u>SPECIFIED</u>	<u>DETAILS OF OFFER:</u> <u>(Comply/Yes/Agree)</u>
5.1.2 Weekends Fridays 18H00 (evening) – Mondays 06H00 (morning). Transport is required for staff who report for shifts whose start and end times falls within the period Friday 18H00 to Monday 06H00.	.....
5.1.3 Public Holidays Transport must be provided on a 24Hr basis.	.....
5.2 <b>20 seater bus: Directorate Energy Headquarters, Bellville station to Bloemhof Electrical Services Head Office (fixed route):</b>	
5.2.1 Mondays to Fridays Excludes Weekends and Public Holidays	.....
5.2.2 The service starts each morning at 7:00AM with departure from Bellville Station, with an expected arrival time of 07:30AM at Bloemhof Depot. The Bus will depart Bloemhof Depot at 16:00 each afternoon for the day's final drop off at the Bellville Station.	.....
5.3 Pickups and drop off must occur at dedicated parking points within the depots including that of the 20 seater bus. Authorization will be provided by the relevant cost centre manager	.....
5.4 Operational demand to transport staff may vary due to business re-engineering or any other cause during the contract period (additional operational sites may be introduced or existing sites removed). The number of vehicles utilised will be aligned to ensure optimum efficiencies. i.e. The number of vehicles as well as the seating capacity used may increase or decrease. The total cost of the contract will vary accordingly.	
See Addendum 6 for clarity of the scope of operations and typical routes.	.....
<b>6 Facility (Control Room and Fleet Depot)</b>	
6.1 The Facility must be based in the geographical boundaries of the City of Cape Town within Thirty days (30 days) from commencement of contract. See Addendum 8. Proof of address and contact details must be listed by the tenderer in Addendum D if currently available. The City reserves the right to inspect the property to confirm compliance with the specification.	.....
6.2 The successful tenderer shall have a Facility operational, adequately staffed and resourced to support the requirements of the contract on a 24/7/365 basis.	.....
6.3 The Control Room shall be a central Control Room to ensure effective communication and the only source for instructions to the successful tenderer's drivers.	.....
6.4 The designated officials shall liaise with the Control Room and not directly with the driver.	.....
6.5 The successful tenderer's Control Room must keep written records and/or recordings of all requests made by the designated officials. All records must be controlled through reference numbering system for ease of traceability. This reference number must be communicated within 1 hour of request. Written feedback must be provided to the requester addressing the content.	.....



**SPECIFIED****DETAILS OF OFFER:**  
**(Comply/Yes/Agree)**

- 6.6 Live tracking of the fleet rendering the service via the vehicle tracking software must be monitored and managed from within the successful tenderer's Control Room.
- 6.7 Requests for reports from designated officials will be dealt with immediately by the successful tenderer's Control Room. Any report request received must be sent to the requestor within two (2) hours of request. If the two (2) hour deadline cannot be met, written reason why must be provided the successful tenderer.
- 6.8 The targets set in section 6 of this specification will be measured and monitored via the Key Performance Areas (KPA's).
- 6.9 Fully Equipped Facility  
The Facility (Control Room and Fleet Depot) must cater for all the needs of this specification and be operationally capable to ensure communication, planning and execution of all services required. Tenderers must be able to continue with services as specified during Load shedding.
- 6.10 Secure Parking and Bays  
The Facility (Control Room and Fleet Depot) must be able to accommodate the vehicles offered in terms of parking, inspections pre-and post-trip, valeting (if done in-house) and "sterilizing when necessary due to Covid-19 or any other form of contamination. Related business processes, policy and procedures must be made available during the Technical Assessment.
- 6.11 Lighting  
(As per Environmental Regulations Requirements)  
There must be adequate lighting at all times in the Facility (Control Room and Fleet Depot) for the activities to be carried out with respect to the Tenderers employees and to maintain a high level of work accuracy.
- 6.12 Ventilation  
(As per Environmental Regulations Requirements)  
The working area must be well ventilated to ensure that the health of workers and clients are not affected adversely.
- 6.13 Fire Protection  
Fully serviced and valid certified fire equipment i.e. appropriate fire extinguishers must be installed at suitable areas in the workshop.
- 6.14 Signage  
There must be sufficient signage to indicate facilities, services provided, noise zones, hazardous areas and customer restrictions.
- 6.15 **Zoning**
- 6.15.1 The Facility (Control Room and Fleet Depot) offered for the duration of the contract must be zoned for business activities in terms of the relevant by-laws of the City of Cape Town.
- 6.15.2 Tenderers that are operating in a zone inappropriate to the scope of work must provide proof of dispensation from the City of Cape Town failing which the Tenderer will be declared non-responsive.
- 6.15.3 Acceptable Proof of Zoning  
The following may be accepted as proof of zoning.

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<u>SPECIFIED</u>	<u>DETAILS OF OFFER:</u> <u>(Comply/Yes/Agree)</u>
6.15.3.1 Municipal bill stating the address of the Facility (Control Room and Fleet Depot) with an erf number that indicates the property is contained in a business zone, CBD, Industrial parks etc.	.....
6.15.3.2 A zoning certificate from the City of Cape Town is preferred	.....
6.15.4 It is the Tenderers responsibility to provide relevant proof that the Facility (Control Room and Fleet Depot) offered meets the requirements of the City of Cape Town's zoning by-laws.	.....
6.15.5 Proof of zoning must be provided during the tenure of the contract. Failure to provide proof may lead to the initiation of the default process. All available documentation may be submitted with the tender submission or at any other stage or when requested to do so by the Designated Officials.	.....
6.15.6 Zoning District office details are provided in Addendum 9. (Contact the City of Cape Town at this link) <a href="http://www.capetown.gov.za/City-Connect/Apply/Planning-building-and-development/Land-use-applications/Apply-for-land-use">http://www.capetown.gov.za/City-Connect/Apply/Planning-building-and-development/Land-use-applications/Apply-for-land-use</a>	.....
<b>7 Vehicle Specifications</b>	
7.1 The minimum required vehicles specified, utilised during the tenure of this contract, must be registered in the name of the successful tenderer at the time of the tender submission and/or those listed in a Leasing agreement in the tenderer's name, must be submitted in completing <b>Addendum A</b> .	.....
7.1.1 Replacement or additional vehicles utilised must be registered in the name of the tenderer or added to a Leasing Agreement signed between in the Tenderer's name and that of a business entity. Written application must be submitted for approval to a Project Manager and Designated official. The written application must include the registration certificate and photos of the exterior (front, rear and side views) and interior (dash board, odometer reading, front and rear seating).	.....
7.1.2 Tenderer's leasing vehicles, must ensure the company they are in contract with, agrees to the same level of due diligence audit that the successful tenderer(s) will be subjected to. At any given stage, if either party refuses to allow due diligence audit's, may render the tenderer non-responsive. The City of Cape Town reserves the right to initiate a due diligence audit on the successful tenderer(s) as well as any company/entity they are in contract with relating to leasing of vehicles for the duration of the contract.	.....
7.2 All vehicles used during the contract period must be issued with an annual roadworthy certificate by a valid inspection authority.	.....
7.3 All the passenger carrying vehicles being used to execute the service shall be equipped with vehicle tracking and monitoring devices utilising an appropriate vehicle tracking software (Ctrack or equivalent) for reporting purposes.	.....
7.4 Internet access must be provided to designated officials with training when require to provide live vehicle tracking functionality of all vehicles being used to service this contract with appropriate management reports for tracking and measuring the following but not limited to, types of outputs:	
7.4.1 Actual vehicle speed against legal road speed	
7.4.2 Harsh braking	
7.4.3 Date and time of trip etc.	.....

<b><u>SPECIFIED</u></b>	<b><u>DETAILS OF OFFER:</u></b> <b><u>(Comply/Yes/Agree)</u></b>
7.5 All vehicles must be equipped with a method of appropriate 2-way communication, to be able to communicate with the Control Room at all times.	.....
7.6 The 7, 14 and 20 seater options offered, shall not be older than 4 years since date of original registration.	.....
7.7 The inspection for roadworthiness of the vehicles listed by the Tenderer will be at the cost of the Tenderer.	.....
7.8 Vehicles must at all times comply with the statutory standards and the latest traffic or other relevant legislation covering the conveyance of passengers.	.....
7.9 The successful tenderer must maintain the vehicles used for the duration of this contract to prescribed original equipment manufactured standards and be in a roadworthy condition at all times.	.....
7.10 The vehicle needs to be clean and presentable at all times. No smoking by the driver or shift workers is allowed in any vehicle being utilized during the tenure of this contract.	.....
7.11 Vehicles shall be registered as a passenger carrying vehicle, stipulating the legal passenger carrying capacity.	.....
7.12 All vehicles must be equipped with standard tools safety equipment i.e. triangles, reflective vest for the driver and road worthy spare wheel (not biscuit wheel) to facilitate the replacement of road wheel when the need arises.	.....
7.13 Converted commercial vehicles will not be accepted. All passenger seats to be fitted with lap seat belts.	.....
7.14 The seating capacity of vehicles used during staff transport must be aligned with the capacity requirements of the shifts.	.....
7.15 The vehicles must be fitted with an emergency exit window which must be clearly marked.	.....
7.16 The successful tenderer must ensure that the vehicle supplied is unbranded i.e. no marketing adverts of any nature including political signs or similar are not to be placed onto the vehicle.	.....
7.17 Sedans will not be accepted in the submitted vehicle list and may not be used for transporting staff.	.....
7.18 Vehicles starting a transport shift must be refuelled and oil topped up to maximum capacity before the first scheduled pickup. Topping up of engine fluids and fuel may not take place during staff transport session, unless in an emergency situation that will place any person's health and safety at risk. Any deviation must be called into the Tenderers Control Room and communicated to the applicable official (cost centre owners) and logged in the Waybill.	.....

<u>SPECIFIED</u>	<u>DETAILS OF OFFER:</u> <u>(Comply/Yes/Agree)</u>
<b>8 Security</b>	
8.1 The successful tenderer shall ensure that the safety of the staff being transported is paramount.	.....
8.2 The successful tenderer shall provide security in the event of the vehicle being immobilised due to mechanical failure, tyre puncture, public protesting, and strike action or for any other reason that would jeopardise the safety of staff. In the event of public road disturbances, such as service delivery protests or strike action or similar disturbances, the safest route possible should be travelled.	.....
8.3 The tenderer must provide proof of a contract with a security company or a pro-forma contract agreement (affiliated with the Security Association of South Africa or similar body) at commencement of contract.	.....
8.4 A valid contract with a security company must be in place for the contract period.	.....
8.5 The successful tenderer must provide all documentation when the contract with the security company is amended or changed to a different company within forty eight (48) hrs.	.....
<b>9 Breakdowns and Accidents</b>	
9.1 In the event of the vehicle being immobilised for any reason, whilst staff is being transported, the successful tenderer's driver shall in addition to the requirements of Section 8 Security:	.....
9.1.1 Notify the Control Room immediately and arrange for a replacement vehicle within 15 minutes of the incident.	.....
9.1.2 Ensure that no City of Cape Town's staff member attempts to assist with the incident or accident.	.....
9.1.3 During an incident or accident, all necessary safety signage must be used as per the South African Road Traffic Act (Act 89 of 1989).	.....
9.1.4 Clean-up of all accident or breakdown scenes will be to the cost of the successful tenderer.	.....
9.2 In the event of injury where an emergency medical response unit is not called, the successful tenderer's driver shall inform the successful tenderer's Control Room and take the staff member to the nearest approved hospital. The approved hospital list will be provided to the successful tenderer, by the City of Cape Town and updated when required. See Addendum 5. The approved list will be made available in all tendered vehicles with all relevant data and contact details.	.....
9.3 The successful tenderer must provide a full report of the incident or accident. The cause/reason for the incident or accident and the associated preventive actions must be reported on within 48Hrs of the incident or accident, in hard copy and a text searchable Professional PDF format emailed to the designated official of the contract.	.....

**SPECIFIED****DETAILS OF OFFER:**  
**(Comply/Yes/Agree)****10 Late arrival of successful Tenderer's Vehicles**

- 10.1 Should the successful tenderer's vehicle arrive late at a depot the 1% penalty will be applicable as per clause 22 of the Special Conditions of Contract.
- 10.2 Should such practices as stated in clause 10.1 continue, the City of Cape Town has the right to commence with the default process.

**11 Assessments, Inspections and Regulatory Compliance**

- 11.1 The City of Cape Town reserves the right to assess and inspect at any stage the successful tenderer's facilities, vehicles and all statutory documents required to be a driver for passenger carrying vehicles.
- 11.2 The City of Cape Town reserves the right to enforce breathalyser tests on any driver entering or leaving a City of Cape Town's facility or during staff transport.
- 11.3 The Successful Service Provider's may be required to institute breathalyser tests on all drivers prior to commencement of trip.
- 11.4 The Successful Service Provider's must adhere to all National and Local statutory requirements. The City of Cape Town is not liable for loss of income due to the changing of services as a result of a Pandemic, Natural Disaster or equivalent occurrences. Appropriate insurance should be applied to cover for such occurrences. Proof in this regard is not required for this tender.

**12 General Administration**

- 12.1 Daily Trip Log sheets
- 12.1.1 The successful tenderer shall have a Waybill (vehicle register / route log sheet) wherein relevant information shall be recorded. See Addendum 1 for a typical Waybill layout.
- 12.1.2 The waybill must be completed by the driver after every shift/service, provided and signed by both the driver and the designated official.
- 12.1.3 The waybill shall be made available to each responsible designated official of the respective depots, immediately after the shift.
- 12.1.4 The successful tenderer must email the waybill to the relevant designated official the next morning by 10:00AM.
- 12.2 A kilometre rate and actual kilometres travelled must be indicated on the monthly trip sheet, and signed off by the designated official, which will be attached to the invoice submitted, prior to payment. The successful tenderer shall include the following information on his invoice:
- 12.2.1 Registration number of contracted vehicle;
- 12.2.2 Date of service rendered;
- 12.2.3 City of Cape Town's purchase order number;
- 12.2.4 Route name;
- 12.2.5 Distance claimed;

**SPECIFIED****DETAILS OF OFFER:**  
**(Comply/Yes/Agree)**

- 12.3 The successful tenderer will email the waybills per trip and per vehicle to each designated official in PDF format the next day by 10:00AM. The weekend's Waybills will be emailed Monday morning by 10:00AM or next weekday (pending public holidays).
- 12.4 The successful tenderer must submit vehicle tracking reports relevant to the previous day's trips from the vehicle tracking system with the applicable waybill and invoice.
- 12.5 Each depot will be given access to the system, linking to their applicable routes and vehicles. Required training will be provided by the successful tenderer to the designated officials.
- 12.6 The Successful Service Provider must monitor all Purchase Order values and not provide services exceeding the Purchase Order value or date

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**13 Performance Monitoring**

- 13.1 The successful tenderer will be measured through the usage of Key Performance Areas (KPA).
- 13.2 The successful tenderer will be monitored in accordance to the KPAs as outlined in Addendum 7.
- 13.3 Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.
- 13.4 Meetings may be held as and when required with relevant role players (representative from each involved i.e. The City of Cape Town Directorate and the successful tenderer) to discuss previous month's concerns and results from the KPA tracking.
- 13.5 The KPAs and KPIs will be amended as and when it is deemed necessary by The City of Cape Town Directorate.
- 13.6 Continuous Poor Performance must be corrected immediately to improve on and meet the expectations of the KPAs and KPIs. This will be documented and may lead to remedial action as stipulated in the conditions of contract.
- 13.7 Poor performance measured with Key Performance Indicator number 2 – Late Pickup and/or arrival will not be accepted, as due to the high impact on service delivery. Remedial action must be implemented at the time of incident.
- 13.7.1 The above mentioned KPI will still be measured in conjunction with all the other KPI's and discussed during the monthly successful tenderer's performance meetings. Penalties will be applied as and when necessary.
- 13.8 Successful tenderers will be measured in terms of the KPA's. Continued poor performance, where the successful tenderer stays within the Amber and Red zones of the KPA's for 2 consecutive months, the City of Cape Town reserves the right to initiate the default process. During that period the successful tenderer is being afforded the opportunity to demonstrate the ability to remedy the situation. The City of Cape Town reserves the right, during such period, to utilise the Alternative Service Provider(s) to mitigate any adverse operational impact. The Standby Service Provider, if appointed, will be afforded one (1) calendar month to prepare for rendering the service, as set out in this specification.

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**14 TRADE NAMES OR PROPRIETARY PRODUCTS**

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’**

**15. EMPLOYMENT OF SECURITY PERSONNEL**

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

**16. FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report **(Annexed)**.

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT’s Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT’s Agent.

<b>Addendum 1:      Example of a Typical Waybill</b>
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<b>Date:</b>		<b>Waybill #:</b>	
<b>Depot:</b>		<b>Driver name and surname:</b>	
<b>Shift #</b>		<b>Vehicle Registration #:</b>	
<b>Directions (*IN or *OUT)</b>		<b>Fleet #:</b>	
<b>Supervisor name and Surname:</b>			
<b>Signature</b>			
<b>Contact Details</b>			

\* IN refers to collection of staff at home addresses and taken to place of work

\* OUT refers to collection of staff at place of work and taken to their residential address.

**Trips Details**

Pickup Address:	Staff Name and Surname	Comment

**Additional Comments**

	Reported By

<b>Kilometres OUT:</b>		<b>Kilometres IN:</b>	
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<b>Date OUT:</b>		<b>Time IN:</b>	
<b>Date OUT:</b>		<b>Time IN:</b>	



## Addendum 2: Typical Areas

### ENERGY

	Bloemhof Call Centre	FLR South	FLR North	* Newlands Network Control	Steenbras Power Station
Possible Staff Compliment	47	5	6	5	19
<b>TYPICAL AREAS</b>	Athlone	Mitchells Plain	Cape Town	Blackheath	Brackenfell
	Bellville	Retreat	Grassy Park	Brackenfell	Helderberg Park
	Brackenfell	Woodstock	Heideveld	Claremont	Khayelitsha
	Brooklyn		Khayelitsha	Milnerton	Gordons Bay
	Durbanville		Ottery	Parow	Nomzamo
	Goodwood		Salt River	Platteklouf	Sercor Park
	Grassy Park			Plumstead	Somerset West
	Harare			Southfield	Stellenridge
	Khayelitsha			Table View	Strand
	Langa			Wynberg	Temperance
	Lotus River			Zeekoevlei	Town
	Maitland				
	Mfuleni				
	Mitchells Plain				
	Nyanga				
	Ravensmead				
	Retreat				
	Salt River				
	Strandfontein				

\*Please note the relocation of Newlands Network Control from its existing address to Bloemhof Road, Bellville is planned during the tenure of this contract.

## WATER AND SANITATION - WASTEWATER

	Macassar	Mitchell's Plein	Gordon's Bay	Cape Flats	Scottsdene	K/fontein	Potsdam	Borchard's Quarry	Wesfleur
<b>Possible Staff Compliment</b>	<b>11</b> (day workers)	<b>42</b> (Shift Workers)	<b>4</b> (day workers)	<b>53</b> (22 day & 31 shift)	<b>12</b> (day workers)	<b>14</b> (day workers)	<b>29</b> (6 day&23 shift)	<b>36</b> (13 day&23 shift)	<b>14</b> (day workers)
<b>TYPICAL AREAS</b>	Eersteriver	Mitchells	Stellenbosc	Grassy	Mitchell's Plain	Kuilsriver	Observatory	Kraaifontein	Darling
	Kuilsriver	Eersteriver	Macassar	Mitchell's	Wallacedene	Belville	Kuilsriver	Ruyterwacht	Atlantis
	Macassar	Khayelitsha	Somerset	Gugulethu	Mannenber	Kraaifontein	Belville	Scottsdene	Mamre
	Khayelitsha	Philippi	Gordon's	Lotus	Khayelitsha	Delft	Langa	Bellville	Paklands
		Mandalay	Stellenbosc	Delft	Belhar	Eerstarevier	Brackenfell	Mandalay	
		Delft	Macassar	Bontheuw	Brackenfell	Goodwood	Potsdam/Kill	Ruyterwacht	
		Philippi	Somerset	Khayelitsh	Kraaifontein	Willington	Atlantis	M/Plain	
		Bayview		K/fonteiN	Bloekompos	Khayelitsha	Brooklyn	Ravensmead	
		Watergate		Retreat	Delft	Klipheuwel	Mamre	Brakenfell	
		Surrey		Diep River	Blue Downs	Parow	Langa	Elsiesrivier	
		Hanover		Salt River	Kuils River		Delt	Belhar	
		Lotus River		Mandalay			Kraaifontein	Khayelitsha	
		Athlone		Nyanga			Mitchells	Strandfontein	
		Muizenberg		Wetton			Milnerton	Gugulethu	
		Woodstock		Cross			Lenteguer	Eersterivier	
		Mannenber		Philippi			Khayelitsha	Langa	
		Lotus River		Athlone					

### WATER AND SANITATION - WASTEWATER

	Melkbos	Bellville	Athlone	Outfalls	Simonstown	Wildevoelevlei	
<b>Possible Staff Compliment</b>	<b>5</b> (Day workers)	<b>31</b> (11 day&20 shift)	<b>37</b> (20 day&17 shift)	<b>7</b> (day workers)	<b>6</b> (day workers)	<b>5</b> (day workers)	
<b>TYPICAL AREAS</b>	Mitchells	Kuilsriver	Kuilsriver	Kuilsriver	Grassy Park	Capri	
	Mamre	Belhar	Table View	Houtbay	Ocean View	Ocean View	
	Atlantis	Grassy park	Crawford	Langa	Khayelitsha	Da Gama Park	
	Witsands	Mfuleni	Discodory		Pelican Park		
		Blackheath	Bontehuewel		Mitchell's		
		Kraaifontein	Langa				
		Wesbank	Delft				
		Belhar	Ottery				
		Delft	Lower				
		Mitchell's	Athlone				
		Eersteriver	East				
		Parow	Mandela Park				
		Bellville	Athlone				
		Goodwood	Schaapkraal				
		Khayelitsha	Mandalay				
		Delft	Park				
		Philippi	Langa				
			Mitchells Plain				

# WATER AND SANITATION - BULKWATER

	TYGERBERG RESEVOIR	Wemmershoek Water Scheme	Voelvlei Water Scheme	Glen Gary Reservoir	Platterkloof Reservoir	Blackheath (Res and Wtp)	Faure/Heidelberg	Steenbras
Type of Vehicle	7 seater	7-14 seater	7 seater	7 seater	7 seater	14 seater	14 seater	7 seater
TYPICAL AREAS	Khayelitsha	Franschhoek	Gouda	Wesbank/Delft	Belhar/Delft	Grabouw	Grabouw	Grabouw
	Delft	Paarl		Kraaifontein	Khayelitsha	Strand	Strand	Strand
	Bellville			Eerste River	Bellville	Eersterivier	Eersterivier	Sir Lowry's Pass
	Philippi			Highbury	Mitchell's	Blackheath	Blackheath	
	Langa			Gugulethu	Eerste river	Bluedowns	Bluedowns	
	Eersterivier			Blackheath		Mfuleni	Mfuleni	
	Marmesbury			Khayelitsha		Delft	Delft	
				Elsies		Mitchells	Khayelitsha	
						Parrow	Mitchells Plain	
						Elsies River	Parrow	
						Kuilsriver	Elsies Rivier	
						Belhar	Kuilsriver	
						Stellenbosch	Belhar	
						Strand	Worcester	
						Gugulethu	Somerset	
						Khayelitsha	Macassar	

### WATER AND SANITATION - BULKWATER

	Kloof Nek Water Treatment Plant	Constantia Nek Water Treatment Plant	Brooklands Water Treatment Plant	Newlands Reservoir	Wynberg Reservoir	Molteno Reservoir	
<b>Possible Staff Compliment</b>	<b>7 seater</b>	<b>7 seater</b>	<b>7 seater</b>	<b>7 seater</b>	<b>7 seater</b>	<b>7 seater</b>	
<b>TYPICAL AREAS</b>	Eerste river	Mitchell's	Philippi East	Lotus River	Retreat	Mitchell's Plain	
	Woodstock	Houtbay	Mitchell's Plain	Beacon Valley	Ocean View	Mandalay	
	Houtbay	Parklands	Hanover Park	Mitchell's	Mitchell's Plain	Philippi East	
			Hazendal	Coniston Park	Manenberg	Atlantis	
			Pelican park	Burgundy	Parow	Kloof Nek	
			Ocean View	Khayelitsha	Athlone	Khayelitsha	
			Kuils River	Delft	Tokai	Strandfontein	
					Khayelitsha	Hanover park	
						Langa	
						Parkwood Estate	

WATER AND SANITATION - RETICULATION							
	Arnold Wilhelm	Atlantis Depot	Blomtuin depot	Delft Depot	Fish Hoek Depot	Hillstar Depot	Kendal Road Depot
Possible Staff Compliment	Minimum of: One 14 seater and two 7 seaters will suffice for Reticulation to start. City reserves the right to increase as demand increases.						
TYPICAL AREAS	Eerste river	Mitchell's	Philippi East	Lotus River	Retreat	Mitchell's Plain	
	Woodstock	Houtbay	Mitchell's Plain	Beacon	Ocean View	Mandalay	
	Houtbay	Parklands	Hanover Park	Mitchell's	Mitchell's Plain	Philippi East	
			Hazendal	Coniston	Manenberg	Atlantis	
			Pelican park	Burgundy	Parow	Kloof Nek	
			Ocean View	Khayelitsha	Athlone	Khayelitsha	
			Kuils River	Delft	Tokai	Strandfontein	
					Khayelitsha	Hanover park	
						Langa	
						Parkwood Estate	

WATER AND SANITATION - RETICULATION									
	Khayelitsha Depot	Killarney Depot	Langeberg Depot	Melton Depot	Rose	Mitchell's Plain Depot	Pinelands Depot	Raapenberg	Schaapkraal
Type of Vehicle	Minimum of: One 14 seater and two 7 seaters will suffice for Reticulation to start. City reserves the right to increase as demand increases.								
TYPICAL AREAS	Grabouw	Eerste river	Mithell's	Phillippi East	Lotus River	Retreat	Mitchell's Plein	Kraaifontein	
	Strand	Woodstock	Houtbay	Mitchell's Plein	Beacon	Ocean View	Mandalay	Ruyterwacht	
	Sir Lowry's	Houtbay	Parklands	Hanover Park	Mitchell's	Mitchell's	Phillippi East	Scottsdene	
		Mitchells Plain		Hazendal	Coniston	Manenberg	Atlantis	Bellville	
		Parrow		Pelican park	Burgandy	Parow	Kloof Nek	Mandalay	
		Elsies Rivier		Ocean View	Khayelitsha	Athlone	Khayelitsha	Ruyterwacht	
		Kuilsriver		Kuils River	Delft	Tokai	Strandfontein	M/Plain	
		Belhar				Khayelitsha	Hanover park	Ravensmead	
		Worcester					Langa		
		Sommerset					Parkwood Estate		
		Macassar					Ocean View		
		Makaza					Milnerton		
							Gugulethu		
							Summer Greens		

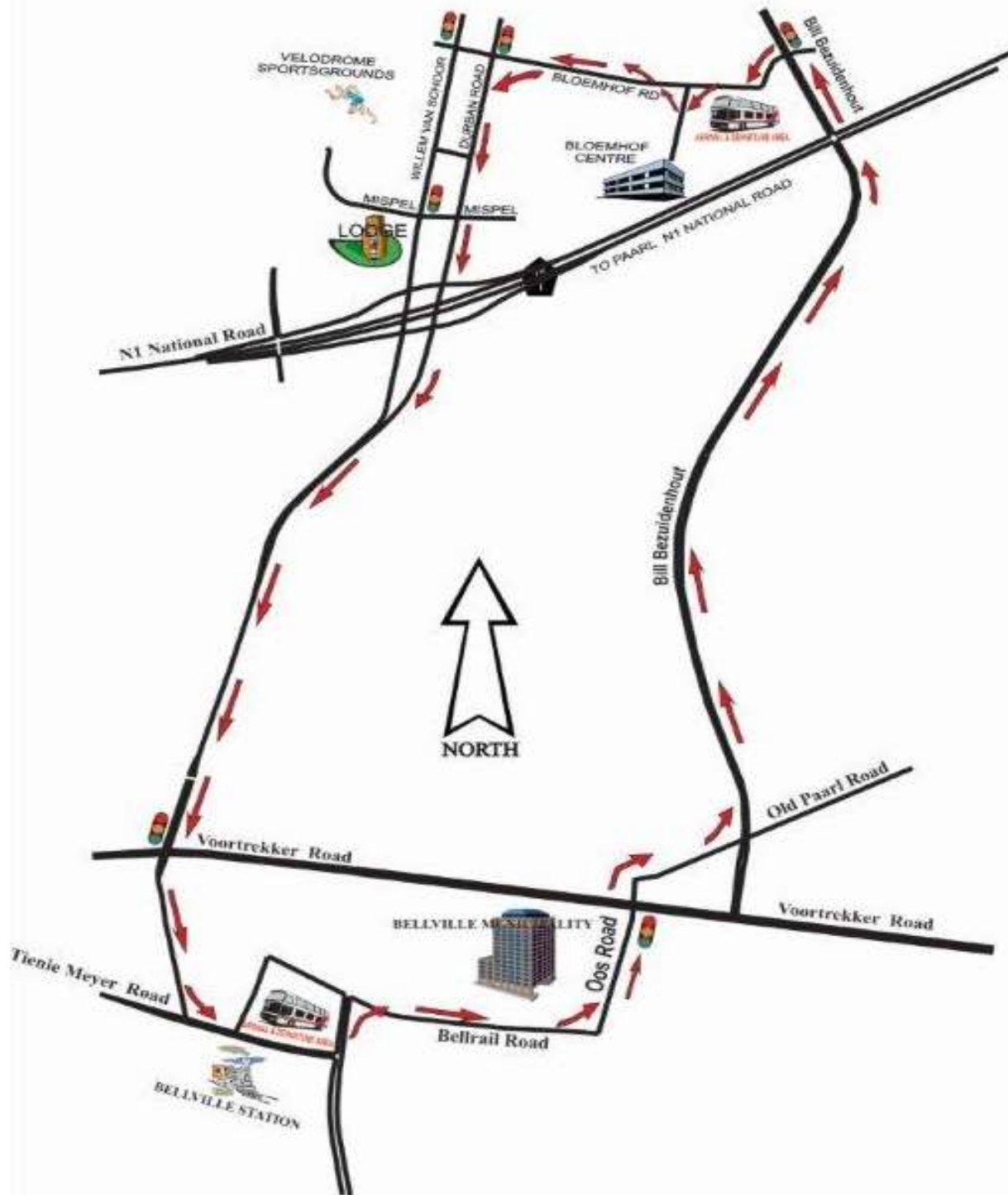
### WATER AND SANITATION - RETICULATION

	Scottsdene depot	Socony Depot	Strand Depot	Vaalfontein			
Possible Staff Compliment	Minimum of: One 14 seater and two 7 seaters will suffice for Reticulation to start. City reserves the right to increase as demand increases.						
TYPICAL AREAS	Hanover park	Grassy Park	Mitchell's Plain	Darling			
	Langa	Ocean View	Wallacedene	Atlantis			
	Parkwood	Khayelitsha	Mannenber	Mamre			
	Ocean View	Pelican Park	Khayelitsha	Paklands			
	Milnerton	Mitchell's Plain	Belhar				
	Gugulethu		Brackenfell				
	Summer						



### Addendum 3: Fixed bus route between Bloemhof and Bellville station

#### BUS ROUTE FROM BELLVILLE STATION TO BLOEMHOF CENTRE



## Addendum 4: Illustration of Potential Capacity

The data below must not be viewed as the optimum, the City of Cape Town reserves the right to increase or decrease the requirements during the tenure of this contract. The figures do not cater for accidents or breakdowns.

Due to business re-engineering, Newlands Network Control may be relocated to Bloemhof Head Quarters (Bloemhof Call Centre) in the 2018/2019 financial year. It is the responsibility of the tenderer to ensure a seamless transition, meeting the service requirements as stipulated in the tender.

Department Areas and Vehicle Potential requirements	Type of Vehicle	Potential Vehicle Quantity
Bloemhof Call Centre, First Line Response North, First Line Response South	14 Seater	5
*Newlands Network Control	7 Seater	1
Steenbras Power Station Shift Workers (18:00pm to 06:00am)	14 Seater	1
Steenbras Power Station Staff (07:30am–16:00pm)	14 Seater	1
Bloemhof Bus Route	20 seater bus	2
<b>WASTEWATER</b>		
Mitchell's Plain	20 seater bus	1
Gordon's Bay	7 seater	1
Cape Flats	20 seater bus	1
	14 seater	1
Scottsdene	14 seater	1
Kraaifontein	14 seater	1
Potsdam	20 seater bus	1
Borcherd's Quarry	20 seater bus	1
Wesfleur	14 seater	1
Melkbos	7 seater	1
Belville	20 seater bus	1
Athlone	20 seater bus	1
Outfalls	7 seater	1
Simonstown	7 seater	1
Wildevolei	7 seater	1
Macassar	14 seater	1

<b><u>BULKWATER</u></b>		
Tygerberg Reservoir	7 seater	1
Wemmershoek Water Scheme	14 seater	1
Voelvlei Water Scheme	7 seater	1
Glen Gary Reservoir	7 seater	1
Platterkloof Reservoir	7 seater	1
Blackheath	14 seater	1
Faure/Heidelberg	14 seater	1
Steenbras	7 seater	1
Kloof Nek Water Treatment Plant	7 seater	1
Constantia Nek Water Treatment Plant	7 seater	1
Brooklands Water Treatment Plant	7 seater	1
Newlands Reservoir	7 seater	1
Wynberg Reservoir	7 seater	1
Molteno Reservoir	7 seater	1
<b><u>RETICULATION</u></b>		
All Reticulation Depots	7 seater	2
	14 seater	1

### Addendum 5: Approved Medical Facilities

Medical Facility	Telephone No's	Street Address
Vincent Palotti Hospital	Hospital: 021-506 5111 24h Emergency: 021-506 4000/5001	Alexandra Road, Pinelands
Christiaan Barnard Hospital (also known as City Park)	Hospital: 021-480 6111 Trauma Centre: 021-4234835	Long Market Street, Cape Town
Claremont Hospital	Hospital: 021-670 4300 24h Emergency. Unit: 021-670 4333	Main Road, Claremont
N1 City Hospital	Hospital: 021-590 4444 24h Emergency: 021-5904111	L Rothman Street, Goodwood
Kingsbury Hospital	Hospital: 021-670 4000	Wildernis Road, Claremont
Blaauwberg Hospital	Hospital: 021-554 9000 24h Emergency: 021-554 9230/1 or 082 911	Waterville Crescent, Sunningdale, Blaauwberg
Wesfleur Hospital (Atlantis)	Hospital: 021 571 8045	Wesfleur Circle, Atlantis
Gatesville Medical Centre	Hospital: 021-637 8100	Yusf Gool Blvd., Gatesville, Athlone
Mitchells Plain Medical Centre	Hospital: 021-392 0126	Symphony, Mitchells Plain
Bellville Medical Centre	021-948 8131 or 021-950 8989 Has no Emergency Department	Cnr Voortrekker Road & A J West Street, Bellville
Kuils River Hospital	Hospital: 021-900 6000 24h Emergency: 021-900 6261/2	Van Riebeeck Road, Kuils River

## Addendum 6: Potential Shift Times per Department

### 1. Bloemhof Call Centre

Depot:	Address of Depot:
Bloemhof Call Centre	Bloemhof Road, Bellville

<u>Depot Name:</u>	<u>Shift No.:</u>	<u>Start Time:</u>	<u>Finish Time:</u>
Bloemhof	1	07h00 am	15h30 pm
Bloemhof	2	11h00 am	20h00 pm
Bloemhof	3	14h30 pm	23h00 pm
Bloemhof	4	23h00 pm	08h00 am

### 2. First Line Response North

Depot:	Address of Depot:
First Line Response North	Bloemhof Road, Bellville

<u>Depot Name:</u>	<u>Shift No.:</u>	<u>Start Time:</u>	<u>Finish Time:</u>	<u>Potential No. of shifts working</u>
First Line North	1	14h30	23h00	2
First Line North	2	06h30	15h00	2
First Line North	3	22h30	07h00	1

### 3. First Line Response South

Depot:	Address of Depot:
First Line Response South	Bloemhof Road, Bellville

<u>Depot Name:</u>	<u>Shift No.:</u>	<u>Start Time:</u>	<u>Finish Time:</u>	<u>Potential No. of shifts working</u>
First Line North	1	14h30	23h00	2
First Line North	2	06h30	15h00	2
First Line North	3	22h30	07h00	1

#### 4. Newlands Network Control

Depot:	Address of Depot:
Newlands Network Control	Current: Corner of Laidlaw and Keurboom Rd, Newlands Planned Relocation to Bloemhof Road, Bellville during the tenure of the contract

<u>Newlands Control</u>	<u>Shift No.:</u>	<u>Start Time:</u>	<u>Finish Time:</u>
<u>Week Days</u>			
Morning shift:	1	07h00	14h00
Afternoon shift:	2	14h00	20h00
Night shift:	3	20h00	07h00
<u>Week End</u>			
Morning shift:	1	08h00	14h00
Afternoon shift:	2	14h00	20h00
Night shift:	3	20h00	08h00

#### 5. Steenbras Power Station

Depot:	Address of Depot:
Steenbras Power Station	Hydro Road, Off Sir Lowry's Pass Road, Gordon's Bay

1. Shift Times for staff transport provided between 18:00pm and 06:00am and 24 hour service over weekends and public holidays starting previous day at 18:00pm

<u>Depot Name:</u>	<u>Shift No.:</u>	<u>Start Time:</u>	<u>Finish Time:</u>
Steenbras	1 - Morning	06h48	14h00
Steenbras	2 - Night	20h48	07h00
Steenbras	3 - Spare	07h00	14h30
Steenbras	4 - Afternoon	13h48	21h00

2. Staff Transport for 7:30am to 16:00pm Monday to Friday. Weekends and public holidays will be as and when required.

<u>Depot Name:</u>	<u>NO. Shift:</u>	<u>Start Time:</u>	<u>Finish Time:</u>
Steenbras	Monday to Friday	07h30	16h00
Steenbras	Weekends	When required; will be notified	
Steenbras	Public Holidays	When required; will be notified	

<b>6. Bloemhof Depot</b>
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Depot:	Address of Depot:
Bloemhof Depot	Bloemhof Road, Bellville

**DIRECTORATE ENERGY Head Quarters Bloemhof Bus Route****Monday to Friday - Excludes Weekends and Public Holidays**

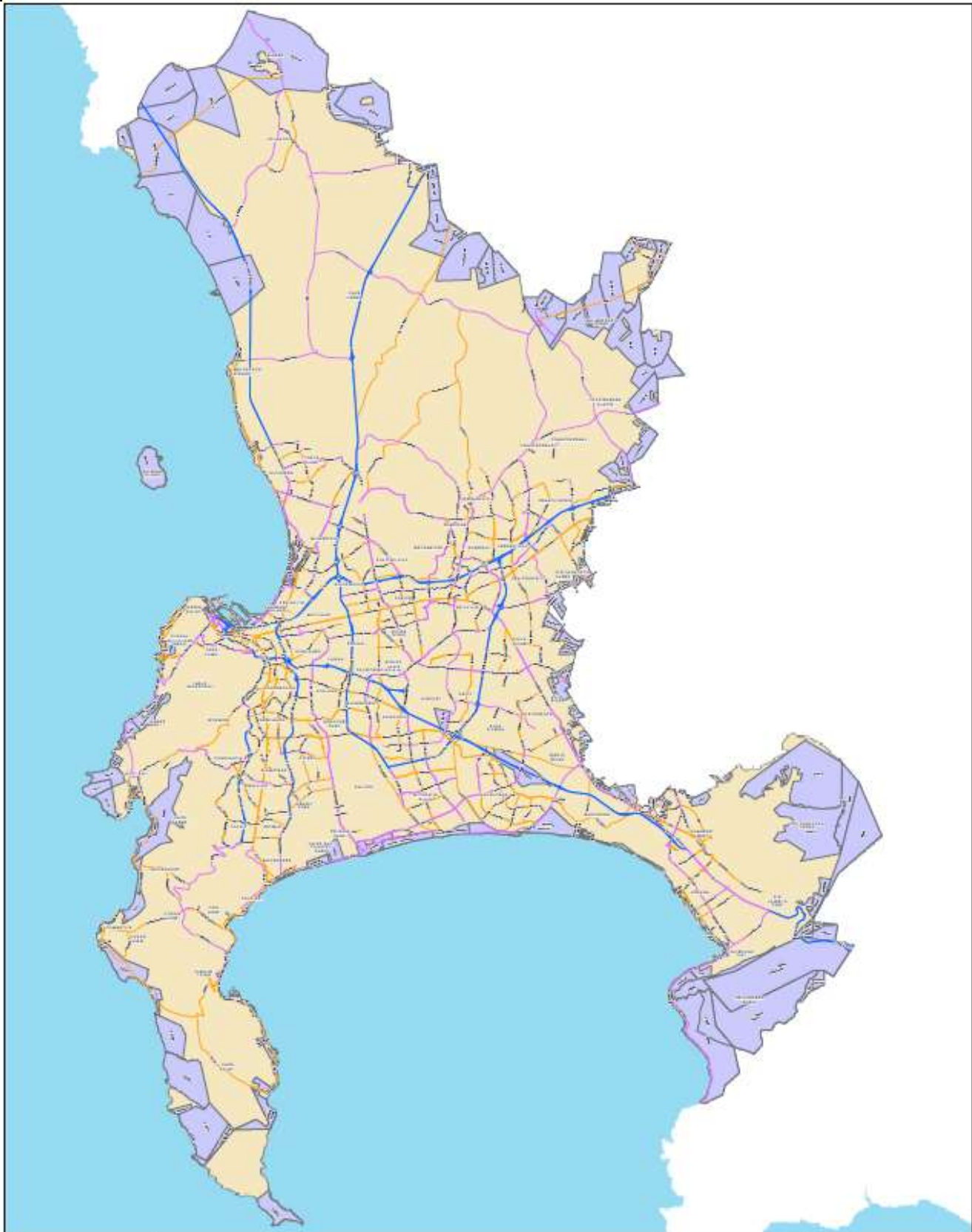
The service starts each morning at 7:00am with departure from Bellville Station, with an expected arrival time of 07:30am at Bloemhof Depot. The Bus will depart Bloemhof Depot at 16:00 each afternoon for the day's final drop off at the Bellville Station.

## Addendum 7: Typical Example of a Service Level Agreement and Key Performance Indicators

KPI	KPI Description	Target	# NON-CONF.	Results	Acceptable	Room for Improvement	Unacceptable	Aspect	Impact on Service Delivery	Weighted Ratio	
1	Vehicle Housekeeping	All vehicles must be kept clean (inside and outside) to the standards expected. Vehicle housekeeping will be monitored through the staff feedback forms and random vehicle inspections.	<= 1%			<=1%	>1%&<3%	>=3%	Performance	Low	10%
2	Late Drop-off and/or arrival	All drivers are expected to drop staff off at the depots 30min prior to the start of shift and be ready for collection 30min prior to end of shift. Late reporting will be monitored through the staff feedback forms and random inspections in conjunction with the vehicle tracking system.	<= 0.5%			<=0.5%	>0.5%&<2%	>=2%	Performance	Very High	20%
3	Reckless and/or dangerous driving	Adherence to the Road Traffic rules at all times. Reckless and/or dangerous driving will be monitored through the staff feedback forms and vehicle tracking software utilized by the Tenderer.	<= 0.3%			<=0.3%	>0.3%&<1%	>=1%	Performance	Very High	35%
4	Late Invoices	All invoices and supporting control documents must be sent though as per frequency determined between Depots and Tenderer as indicated in the business rules.	<= 1%			<=1%	>1%&<2%	>=2%	Performance	Low	15
5	Logged Request Feedback	The Control Room must keep written records of all requests made by the designated officials. All records must be controlled through a reference numbering system for ease of traceability. This reference number must be communicated within 1hour of request.	<= 0.5%			<=0.5%	>0.5%&<1%	>=1%	Performance	Medium	15
6	Reports	Requests for will be dealt with immediately. Any report request received must be sent to the requestor within two (2) hours of request. If the two (2) hour deadline cannot be met, written reason why must be provided.	<= 0.5%			<=0.5%	>0.5%&<1%	>=1%	Performance	High	15
		<b>Overall Result</b> (Weighted result based on the Impact on Service Delivery)		<b>Some Intervention required</b>							
		Green: Expectation met									
		Amber: Some intervention required									
		Red: Poor performance									



## Addendum 8: Geographical Boundary of the City of Cape Town



 <p><b>CITY OF CAPE TOWN</b>  <b>ISIXENK SASAKAPA</b>  <b>STAD KAAPSTAD</b></p> <p><i>Working together, we make progress possible.</i></p>	<p><b>THIS MAP WAS COMPILED BY:</b>  <b>CITY MAPS</b>  <b>Information &amp; Knowledge Management</b>          Contact Information Tel: 021 462 2111 Fax: 021 222 3439  <a href="mailto:citymaps@cape.gov.za">citymaps@cape.gov.za</a>          Date: September 2020          Job Number: 2020-001</p> <p><small>Disclaimer:          The City of Cape Town does not accept any liability for the accuracy or completeness of the information contained in this map. The information is provided for general information only and should not be used for any other purpose. The City of Cape Town is not responsible for any errors or omissions in this map.</small></p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li>Freeway/Expressway</li> <li>Primary Arterial</li> <li>Secondary Arterial</li> <li>Boundary Properties</li> <li>City Boundary</li> <li>Sea</li> </ul>	 <p>0 1 000 2 000 3 000 4 000 5 000          Metres          1:55 000</p> <p><small>Transverse Mercator Projection          Central meridian: 18° 30' E          False Easting: 400 000 m          False Northing: 6 000 000 m</small></p>	<p><b>CITY OF CAPE TOWN</b></p>
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# DEVELOPMENT MANAGEMENT

## Head Office

16th Floor, Civic Centre,  
12 Hertzog Boulevard,  
Cape Town, 8001  
PO Box 298, Cape Town 8000  
021 400 1111

## Website

<http://planning.capetown.gov.za>

## Call Centre

0800 65 64 63



The City of Cape Town's Transport  
and Urban Development Authority

Update: 06/03/2018

## HEAD OFFICE

### DIRECTOR'S OFFICE

Cheryl Walters  
Director: Development Management

021 400 7572  
082 567 7669

### MANAGER OPERATIONS

Pieter Tierblanche  
Manager: Land Development  
South and East

021 400 6442  
084 603 3528

Emil Schnackenberg  
Manager: Land Development  
North and Central

021 400 9410  
083 417 9980

### LAND MANAGEMENT

Jaco van der Westhuizen  
Manager: Land Management

021 400 3847  
084 603 1796

Pieter Koekemoer  
Head: Building Development Management

021 400 7581  
082 805 5507

Richard Walton  
Head: Land Use Management

021 400 7579  
071 256 2934

## DISTRICT OFFICES

### TABLE BAY DISTRICT

PHYSICAL ADDRESS: Media City Building, 2nd Floor,  
cnr Adderley Street and Hertzog  
Boulevard, Cape Town, 8001

POSTAL ADDRESS: PO Box 4529, Cape Town, 8000

CONTACT NUMBER: 021 400 6444

FAX NUMBER: 086 202 9991

E-MAIL: Comments\_Objects.Tablesbay@capetown.gov.za

Marx Mupariwa  
District Manager: Table Bay

021 400 6443  
082 926 8079

Gregory September  
Section Head: Land Use Management

021 400 6447  
084 499 4923

Benito Cogill  
Section Head:  
Building Development Management

021 400 6478  
083 949 7066

Christiaan Coetzee  
Section Head: Customer Interface

021 400 6497  
064 757 3964

### BLAAUWBERG DISTRICT

PHYSICAL ADDRESS: Municipal Building, 87 Plenaar Road,  
Milnerton, 7441

POSTAL ADDRESS: PO Box 35, Milnerton, 7435

CONTACT NUMBER: 021 444 0561

FAX NUMBER: 086 202 9679

E-MAIL: Comments\_Objects.Blaauwberg@capetown.gov.za

Dewaldt Smit  
District Manager: Blaauwberg

021 444 0560  
082 805 9174

Elmari Marais  
Section Head: Land Use Management

021 444 0562  
082 083 2322

Willie Schulze  
Section Head:  
Building Development Management

021 444 0569  
084 628 9708

Vacant  
Section Head: Customer Interface

021 444 0581

## Addendum 9: Zoning Contact Details 2/2

## DISTRICT OFFICES

## NORTHERN DISTRICT

**PHYSICAL ADDRESS:** Kraaifontein Administrative Building,  
Brighton Road, Kraaifontein, 7570

**POSTAL ADDRESS:** PO Box 25, Kraaifontein, 7569

**CONTACT NUMBER:** 021 444 1062

**FAX NUMBER:** 086 202 9847

**E-MAIL:** Comments\_Objections.Northern@capetown.gov.za

Susan Matthysen  
District Manager: Northern

Sean van Rensburg  
Section Head: Land Use Management

Edward Juul  
Section Head:  
Building Development Management

Anthea Zeederberg  
Section Head: Customer Interface

021 444 1061  
084 300 3313

021 444 1044  
073 576 8634

021 444 1027  
084 222 1412

021 444 1057  
083 825 4302

## DISTRICT OFFICES

## HELDERBERG DISTRICT

**PHYSICAL ADDRESS:** Somerset West Administrative Building,  
cnr Andries Pretorius and Victoria Streets,  
Somerset West, 7130

**POSTAL ADDRESS:** PO Box 19, Somerset West, 7129

**CONTACT NUMBER:** 021 444 4619

**FAX NUMBER:** 086 202 9778

**E-MAIL:** Comments\_Objections.Helderberg@capetown.gov.za

Daan Visser  
District Manager: Helderberg

Jeanine Williams  
Section Head: Land Use Management

Jaco Theron  
Section Head:  
Building Development Management

Mzudumile Mfutuwa  
Section Head: Customer Interface

021 444 4618  
083 652 8186

021 444 4623  
082 929 2116

021 444 7240  
084 235 2065

021 444 4640  
082 498 5918

## TYGERBERG DISTRICT

**PHYSICAL ADDRESS:** Parow Administrative Building,  
cnr Voortrekker Road and Talient Street,  
Parow, 7500

**POSTAL ADDRESS:** Private Bag X4, Parow, 7499

**CONTACT NUMBER:** 021 444 7843

**FAX NUMBER:** 086 202 9256

**E-MAIL:** Comments\_Objections.Tygerberg@capetown.gov.za

Riaan Booysen  
District Manager: Tygerberg

Chad Newman  
Section Head: Land Use Management

Johan Gerber  
Section Head:  
Building Development Management

Eric Dirks  
Section Head: Customer Interface

021 444 7840  
084 627 2407

021 444 7505  
082 254 1445

021 444 7845  
079 490 0409

021 444 7847

## DISTRICT OFFICES

## CAPE FLATS DISTRICT

**PHYSICAL ADDRESS:** Ledger House, cnr Aden Avenue and  
George Street, Athlone, 7764

**POSTAL ADDRESS:** PO Box 283, Athlone, 7760

**CONTACT NUMBER:** 021 684 4369

**FAX NUMBER:** 086 202 9745

**E-MAIL:** Comments\_Objections.CapeFlats@capetown.gov.za

Margot Muller  
District Manager: Cape Flats

Adelle McCann  
Section Head: Land Use Management

Francois Mostert  
Section Head:  
Building Development Management

Colwyn Beukes  
Section Head: Customer Interface

021 684 4310  
084 222 1263

021 684 4341  
072 417 6767

021 684 4312  
083 391 2306

021 684 4324  
083 650 8711

## SOUTHERN DISTRICT

**PHYSICAL ADDRESS:** Plumstead Administrative Building, cnr  
Main and Victoria Roads, Plumstead, 7800

**POSTAL ADDRESS:** Private Bag X5, Plumstead, 7801

**CONTACT NUMBER:** 021 444 7721

**FAX NUMBER:** 086 202 9985

**E-MAIL:** Comments\_Objections.Southern@capetown.gov.za

Ossie Gonsalves  
District Manager: Southern

Pierre Hoffa  
Section Head: Land Use Management

Vacant  
Section Head:  
Building Development Management

Jelyaas Brink  
Section Head: Customer Interface

021 444 7720  
084 888 0702

021 444 7724  
084 685 6205

021 444 2603

021 444 2598  
082 379 3777



[illegible]

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

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

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													
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20													
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

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

TENDER NO. 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 <sup>1</sup>	Total value of Sub- contract (excl. VAT) <sup>1</sup>	Value of Sub-contract work to date (excl. VAT) <sup>1</sup>	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 <b>P*</b>				%

<sup>1</sup>Documentary 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 <sup>1</sup>  A	Total value of partner's contribution (excl. VAT) <sup>1</sup>  B = A% x P*	Value of partner's contribution to date (excl. VAT) <sup>1</sup>  C	Value of partner's contribution as a percentage of the work executed to date  D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided**Signatures**Declared by supplier  
to be true and  
correct: .....

Date: .....

Verified by CCT  
Project Manager: .....

Date: .....