


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 1 of 135

TENDER NO: 6G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UP TO 30 JUNE 2026

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 10 August 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 127

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

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

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

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

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	23
(3) DETAILS OF TENDERER	23
(4) FORM OF OFFER AND ACCEPTANCE	25
(5) PRICE SCHEDULE	28
(6) SUPPORTING SCHEDULES	42
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	43
SCHEDULE 3: PREFERENCE SCHEDULE	45
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	50
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	53
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	54
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	56
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	57
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	59
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C	60
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES	65
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS	66
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	67
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS	68
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER	69
VOLUME 3: DRAFT CONTRACT	73
(7) SPECIAL CONDITIONS OF CONTRACT	73
(8) GENERAL CONDITIONS OF CONTRACT	85
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY – NOT USED	96
(10) FORM OF ADVANCE PAYMENT GUARANTEE – NOT USED	99
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	102
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	103
(13) SPECIFICATION(S)	104
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	132
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)	133

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 8 July 2022
SITE VISIT/CLARIFICATION MEETING	:	Tuesday, 19 July 2022 at 11h00am (A non-compulsory but strongly recommended virtual clarification meeting will be conducted via an online platform skype for business)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	:Link for the meeting: Conference ID: 3641949 or link for the skype meeting https://meet.capetown.gov.za/desmond.baart/Q2HSDR09 or send an e-mail to Desmond.Baart@capetown.gov.za access to the skype meeting.
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender &Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **6G/2022/23: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN** 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: Desmond Baart Tel. No.: 021 444 1897 Email: Desmond.Baart@capetown.gov.za
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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 City intends to appoint one Main Contractor, the highest ranked responsive tenderer, and a Standby Tenderer (next highest ranked responsive tenderer) for the allocation of work.

If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the standby tenderers).

The contract period shall be from date of commencement of contract, not exceeding 30 June 2026.

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 Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Responsiveness Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory Clarification Meeting / Briefing Session

Not Applicable

2.2.1.1.4 Minimum score for functionality

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

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

Evaluation Criteria	Applicable values/points	Weight
Experience	40	40
Key Personel	10	10
Total		50

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

Description of functionality criteria	Scoring Criteria	Points	Criteria	Functionality Points allocation
Previous relevant experience Please complete Schedule 15.1 in full	Years of experience supply, delivery and installation of external, informative, directional, safety and/or symbolic signs. The work shall have been undertaken in external locations	40	1 year	3
			>1 -3 years	5
			>3 -5 years	10
			>5 - 10 years	15
			>10 years	20
	Number of similar projects where 'similar' in this instance means completed projects in supply, delivery and installation of external, informative, directional, safety and/or symbolic signs. The work shall have been undertaken in external locations. Clear descriptions and details of the projects are required. The supplier may also attach relevant site photos as supporting documents.		0 similar projects	0
			1 to 2 similar projects	5
			3 to 5 similar projects	10
			6 to 10 similar projects	20
Key staff in relation to the scope of work Please complete Schedule 15.2 in full <i>Definition of Staff required for this tender:</i> Contract Manager: the person in charge of the planning and execution of a project. Safety Officer: individual responsible for ensuring the safety policies and procedures are maintained and enforced. Administrative Staff: general office staff that provides support to a company. Technical Staff an individual with experience in supply, delivery and installation of external,informative, directional, safety and/or symbolic signs ALL CV's of resources / staff available in terms of this tender must be submitted with the tender offer.	Number of Management/Admin:	10	1x Contract Manager	3
	Number of Technical staff		1x Safety officer	1
			1x Administrative Staff	1
			1x Graphic designer	1
			1 – 2 Signage Installers	1
			more than 2 Signage Installers	3
	Maximum possible score for Quality (MS)		50	

The minimum qualifying score for functionality is 30 points (60%) out of a maximum of 50 points

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

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed

format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

2.2.1.1.5 Local production and content

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to comply with the designated sector requirements for local content will result in a bid been disqualified.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C returnable schedule.

- The stipulated minimum threshold percentages for local production and content for the **Steel Products and Components for Construction** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured Steel Products and Components from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the Steel Products and Components for Construction are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable

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, 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

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.

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

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.

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence

in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

2.3.10.1.2 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 a typical project/job.

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

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

2.3.10.3.4 Applicable formula:

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

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_S + N_P$$

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 23 of 134

TENDER NO: 6G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UP TO 30 JUNE 2026

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 6G/2022/23: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER 6G/2022/23: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN****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 data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the 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'

SECTION A: MANUFACTURING AND INSTALLATION OF SIGNAGE FOR COMMUNITY SERVICES & HEALTH DIRECTORATE			
ITEM	DESCRIPTION	UNIT	RATE
A1	<u>Removal of Old Signage & Rubble and Reinstatement, of disturbed areas and surfaces</u>		
A1.1	<u>Allow for all costs and expenses in connection with removal and disposal of existing signage to a registered landfill site, where all receipts from landfill site must be forwarded to Project Manager</u>		
A1.1.1	Remove Freestanding signs - including the frame,pole and foundations	each	
A1.1.2	Remove Wall mounted - less than or equal to 1m ² including the frame, fittings and fixings	each	
A1.1.3	Remove Wall mounted - greater than 1m ² less than or equal to 2m ² including the frame	each	
A1.1.4	Rubble removal	m ³	
A1.1.5	Remove old signage	m ²	
A1.1.6	Reinstatement of grass	m ²	
A1.1.7	Reinstatement sand material	m ³	
A1.1.8	Reinstatement Gravel	m ³	
A1.1.9	Reinstatement Brick paving (clay brick pavers)	m ²	

A1.1.10	Reinstatement Brick paving (concrete pavers)	m ²	
A1.1.11	Reinstate Concrete Works	m ³	
A1.1.12	Asphalt surfacing including base and wearing course	m ²	
A2	<u>Painting</u>		
A2.1	Preparation, making good and painting of walls		
A2.1.1	Prepare make good and apply two coats "Plascon or equivalent" acrylic paint on previously plastered and painted external walls, colour to match existing surface or as instructed by the Project Manager	m ²	

SECTION B: MANUFACTURE, SUPPLY AND DELIVERY OF SIGNBOARD, INCLUDING SETTING UP OF THE ARTWORK, TYPESETTING, PRINTING, TREATMENTS, HANDLING, TRANSPORT AND STORAGE, ETC OF SIGNAGE COMPLETE::

3mm thick Aluminium Composite Panel (ACP) with a matt face finish and a clear exterior high-tack vinyl

B.1	<i>Integrated Facilities Signage: Free- Standing</i>		
ITEM	DESCRIPTION	UNIT OF MEASURE	RATE
B.1.1	Type 1A Larger Bent Aluminium signage: Framed Panel 850 mm x 1000 mm (See detail dwg no. SP/01A)		
B.1.1 (a)	Cost of design and setting up artwork	each	
B.1.1 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.1.1 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.1.1 (d)	Cost of installation only	each	
B.1.1 (e)	Cost of supplying, delivering and installing signage: 2 x Aluminium Pole	each	
B.1.2	Type 1B Medium Bent Aluminium signage: Framed Panel 420 mm x 700 mm (See detail dwg no. SP/01B)		
B.1.2 (a)	Cost of design and setting up artwork	each	
B.1.2 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.1.2 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.1.2 (d)	Cost of installation only	each	
B.1.2 (e)	Cost of supplying, delivering and installing signage: 2 x Aluminium Pole	each	
B.1.3	Type 1 C Stand Alone Vertical Aluminium signage: Framed Panel 850 mm x 1000 mmm. (See detail dwg no. SP/01C)		
B.1.3 (a)	Cost of design and setting up artwork	each	
B.1.3 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.1.3 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.1.3 (d)	Cost of installation only	each	
B.1.3 (e)	Cost of supplying, delivering and installing signage:	each	

	2 x Aluminium Pole		
B.1.4	Type 2 A. Small Bent Aluminium signage: Single post and panel 300 mm x 430 mm (See detail dwg no. SP/02A)		
B.1.4(a)	Cost of design and setting up artwork	each	
B.1.4(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.1.4(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.1.4(d)	Cost of installation only	each	
B.1.4(e)	Cost of supplying, delivering and installing signage: 1 x Aluminium Pole	each	
B.1.5	Type 2 B. Small Bent Aluminium Plaque: post and panel 105 mm x 300 mm (See detail dwg no. SP/02B)		
B.1.5 (a)	Cost of design and setting up artwork	each	
B.1.5 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.1.5 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.1.5 (d)	Cost of installation only	each	
B.1.5 (e)	Cost of supplying, delivering and installing signage: 1 x Aluminium Pole	each	
B.2	Integrated Facilities Signage: Concrete Paver: Free- Standing		
B.2.1	Type 3 Signage Paver: Floor level way finding 330 mm x 330mm. (See detail dwg no. SP/03)		
B.2.1 (a)	Cost of design and setting up artwork	each	
B.2.1 (b)	Cost of supplying, delivering and installing signage	each	
B.2.1 (c)	Cost of installation only	each	
B.3	Integrated Facilities Signage: Wayfinding: Free Standing		
B.3.1	Type 4 A Finger Signage: Directional Flag 105 mm x 870 mm. (See detail dwg no. SP/04A)		
B.3.1(a)	Cost of design and setting up artwork	each	
B.3.1(b)	Cost of supplying galvanised collar/clamp (to match pole colour)	each	
B.3.1(c)	Cost of supplying, delivering and installing signage to client (excluding poles)	each	
B.3.1(d)	Cost of supplying, delivering and installing	each	

	signage (excluding poles)		
B.3.1(e)	Cost of supplying, delivering and installing signage: 1 x Aluminium Pole	each	
B.3.2	Type 4 B Finger Signage: Directional Flag 75 mm x 450 mm. (See detail dwg no. SP/04A)		
B.3.2 (a)	Cost of design and setting up artwork	each	
B.3.2 (b)	Cost of supplying galvanised collar/clamp (to match pole colour)	each	
B.3.2 (c)	Cost of supplying, delivering and installing signage to client (excluding poles)	each	
B.3.2 (d)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.3.2 (e)	Cost of supplying, delivering and installing signage: 1 x Aluminium Pole	each	
B.4	Integrated Facilities Signage: Timber: Free Standing		
B.4.1	Type T1A Large Timber Vertical stand-alone signage: Frame Panel 850 mm x 1000 mm. (See detail dwg no. SP/T01A)		
B.4.1 (a)	Cost of design and setting up artwork	each	
B.4.1 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.4.1 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.4.1(d)	Cost of installation only	each	
B.4.1 (e)	Cost of supplying, delivering and installing signage: 2 x Timber Pole	each	
B.4.1.2	Type T1B Medium Bent Timber sign: Frame Panel 420 mm x 900 mm. (See detail dwg no. SP/T01B)		
B.4.1.2 (a)	Cost of design and setting up artwork	each	
B.4.1.2 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.4.1.2 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.4.1.2 (d)	Cost of installation only	each	
B.4.1.2 (e)	Cost of supplying, delivering and installing signage: 2 x Timber Pole	each	

B.5	<u>Wall Mounted Signboard</u> Type 1 C Stand Alone Vertical Aluminium signage: 420 x 1 070 mm (See detail dwg no. SP/01C)		
B.5.1			
B.5.1(a)	Cost of design and setting up artwork	each	
B.5.1(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.1(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.1(d)	Cost of installation only	each	
B.5.2	420 x 1 220 mm	each	
B.5.2(a)	Cost of design and setting up artwork	each	
B.5.2(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.2(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.2(d)	Cost of installation only	each	
B.5.3	420 x 1 370 mm	each	
B.5.3(a)	Cost of design and setting up artwork	each	
B.5.3(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.3(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.3(d)	Cost of installation only	each	
B.5.4	420 x 1 520 mm		
B.5.4(a)	Cost of design and setting up artwork	each	
B.5.4(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.4(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.4(d)	Cost of installation only	each	
B.5.5	420 x 500 mm		
B.5.5(a)	Cost of design and setting up artwork	each	
B.5.5(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.5(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.5(d)	Cost of installation only	each	
B.5.6	420 x 650 mm		
B.5.6(a)	Cost of design and setting up artwork	each	
B.5.6(b)	Cost of supplying and delivering signage to	each	

	client (excluding poles)		
B.5.6(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.6(d)	Cost of installation only	each	
B.5.6	420 x 800 mm	each	
B.5.6(a)	Cost of design and setting up artwork	each	
B.5.6(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.6(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.6(d)	Cost of installation only	each	
B.5.7	420 x 950 mm	each	
B.5.7(a)	Cost of design and setting up artwork	each	
B.5.7(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.7(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.7(d)	Cost of installation only	each	
B.5.8	20 x 150 mm		
B.5.8(a)	Cost of design and setting up artwork	each	
B.5.8(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.8(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.8(d)	Cost of installation only	each	
B.5.9	420 x 300 mm		
B.5.9(a)	Cost of design and setting up artwork	each	
B.5.9(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.10(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.11(d)	Cost of installation only	each	
B.5.10	420 x 450 mm		
B.5.10(a)	Cost of design and setting up artwork	each	
B.5.10(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.5.10(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.5.10(d)	Cost of installation only	each	

B.6	<u>Bollard Mounted Signboard</u> Type 2 B. Small Bent Aluminium Plaque (See detail dwg no. SP/02B) 3mm thick Aluminium Composite Panel with a matt face finish.		
B.6.1	110 x 420mm		
B.6.1(a)	Cost of design and setting up artwork	each	
B.6.1(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.6.1(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.6.1(d)	Cost of installation only	each	
B.6.1(e)	Cost of supplying, delivering and installing signage: 1 x Aluminium Pole	each	
B.7	<u>Tile Signboard</u> Type 3 Signage Paver: Floor level wayfinding (See detail dwg no. SP/03) 7mm thick ceramic tile with fired artwork transfer		
B.7.1	240 mm diameter		
B.7.1 (a)	Cost of design and setting up artwork	each	
B.7.1 (b)	Cost of supplying, delivering and installing signage	each	
B.7.1 (c)	Cost of installation only	each	

ITEM	DESCRIPTION	UNIT	RATE
B.8	<u>Free Standing Sign Frame</u> <u>Manufacture, supply, delivery and storage of free-standing sign frame, including drilling, welding, corrosion protection, & of sign frame complete:</u> <u>6mm thick aluminium free-standing frame painted to required colour or shade</u>		
B.8.1	Type 1A: 420 x 1070 mm		
B.8.1 (a)	Cost of design and setting up artwork	each	
B.8.1 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.1 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.1 (d)	Cost of installation only	each	
B.8.2	Type 1B: 420 x 1 220 mm		
B.8.2 (a)	Cost of design and setting up artwork	each	
B.8.2 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.2 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.2 (d)	Cost of installation only	each	
B.8.3	Type 1C: 420 x 1 370 mm		
B.8.3 (a)	Cost of design and setting up artwork	each	
B.8.3 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.3 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.1 (d)	Cost of installation only	each	
B.8.4	Type 1D: 420 x 1 520 mm		
B.8.4 (a)	Cost of design and setting up artwork	each	
B.8.4 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.34(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.4 (d)	Cost of installation only	each	

B.4.5	Type 2A: 420 x 500 mm		
B.8.5 (a)	Cost of design and setting up artwork	each	
B.8.5 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.5 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.5 (d)	Cost of installation only	each	
B.8.6	Type 2B: 420 x 650 mm		
B.8.6 (a)	Cost of design and setting up artwork	each	
B.8.6 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.6 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.6(d)	Cost of installation only	each	
B.8.6	Type 2C: 420 x 800 mm		
B.8.6 (a)	Cost of design and setting up artwork	each	
B.8.6 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.6 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.6(d)	Cost of installation only	each	
B.8.7	Type 2D: 420 x 950 mm		
B.8.7 (a)	Cost of design and setting up artwork	each	
B.8.7 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.7(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.7(d)	Cost of installation only	each	
B.8.8	Type 3A: 420 x 150 mm		
B.8.8 (a)	Cost of design and setting up artwork	each	
B.8.8(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.8(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.8(d)	Cost of installation only	each	

B.8.9	Type 3B: 420 x 300 mm		
B.8.9 (a)	Cost of design and setting up artwork	each	
B.8.9(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.9(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.9(d)	Cost of installation only	each	
B.8.10	Type 3C: 420 x 450 mm		
B.8.10 (a)	Cost of design and setting up artwork	each	
B.8.10(b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.8.10(c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.8.9(d)	Cost of installation only	each	

ITEM	DESCRIPTION	UNIT	RATE
B.9	<u>Wall Mounted Frame</u> <u>Manufacture, supply, delivery, and storage of wall mounted signage frame, including drilling, welding, corrosion protection, etc of sign frame complete: 3mm thick aluminium wall mounted frame.</u>		
B.9.1	Type 1C: 420 x 1 070 mm		
B.9.1 (a)	Cost of design and setting up artwork	each	
B.9.1 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.1 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.2	Type 1C: 420 x 1 220 mm		
B.9.2 (a)	Cost of design and setting up artwork	each	
B.9.2 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.2 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.3	Type 1C: 420 x 1 370 mm		
B.9.3 (a)	Cost of design and setting up artwork	each	
B.9.3 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.3 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.4	Type 1C: 420 x 1 520 mm		
B.9.4 (a)	Cost of design and setting up artwork	each	
B.9.4 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.4 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.5	Type 1C: 420 x 500 mm		
B.9.5 (a)	Cost of design and setting up artwork	each	
B.9.5 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.5 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.6	Type 1C: 420 x 650 mm		
B.9.6 (a)	Cost of design and setting up artwork	each	
B.9.6 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.6 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	

B.9.7	Type 1C: 420 x 800 mm		
B.9.7 (a)	Cost of design and setting up artwork	each	
B.9.7 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.7 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.8	Type 1C: 420 x 950 mm		
B.9.8 (a)	Cost of design and setting up artwork	each	
B.9.8 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.8 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.10	Type 1C: 420 x 150 mm		
B.9.10 (a)	Cost of design and setting up artwork	each	
B.9.10 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.10 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.9.11	Type 1C: 420 x 300 mm		
B.9.11 (a)	Cost of design and setting up artwork	each	
B.9.11 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.11 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	
B.12	Type 1C: 420 x 450 mm		
B.9.12 (a)	Cost of design and setting up artwork	each	
B.9.12 (b)	Cost of supplying and delivering signage to client (excluding poles)	each	
B.9.12 (c)	Cost of supplying, delivering and installing signage (excluding poles)	each	

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.

INITIALS OF CITY OFFICIALS		
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(6) SUPPORTING SCHEDULES

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in

accordance with specifications as set out in the tender documents.

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

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

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

(i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	✓	✓
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>	
DATE:
ADDRESS	<p>.....</p> <p>.....</p> <p>.....</p>

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

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

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

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all Contractor.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Contractor are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Contractor are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town,
PO Box 655, Cape Town, 8000 or

by email to: CPA.Request@capetown.gov.za and Desmond.baart@capetown.gov.za

15 days prior to the price adjustment becoming effective.

- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. Percentage increases will not be considered. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of **30 (thirty) days** from the date of the request, it shall be presumed that the supplier has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Contractor and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Contractor.
- 8.12 **Process that will be followed:**
 - Contractor submits all the documentation indicated above prior to the effective date of the variation.
 - The City will consider the variation and based on the documentary evidence, the City may approve the variation.
 - Letters authorising the price variation will be communicated to the contractor indicating the effective date.

- All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.

All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.

8.13 CONSUMER PRICE INDEX METHODOLOGY:

- 8.15.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 8.15.2 Subject to 8.11.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month of the contract. Contractors shall be entitled to claim contract price adjustment as follows:
- 8.15.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.
- 8.15.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13th month. The **end month** shall be three (3) calendar months prior to 24th month.

The **average CPI percentage** will be calculated, the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the **average** between the “base month” and the “end month” **e.g.:**
 $7+6+9+6 = 28$ $(28/4) = 7$ therefore the claim will be 7%.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **6G/2022/23 SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

[Drafters Note: If Local Content is not required for this tender, then delete all text related to it on this schedule(s) and insert "Not Used" under the page heading

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

Steel Products and Components for Construction

100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	DP5952G/2021/22		
(C2)	Tender description:	SUPPLY,DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE CITY OF CAPE TOWN		
(C3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION		
(C4)	Tender Authority:	CITY OF CAPE TOWN		
(C5)	Tenderer Entity name:			
(C6)	Tender Exchange Rate:			EU
(C7)	Specified local content %	100		GBP

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Steel Poles						
2	Steel Clamps						
3	Bolts and Nuts						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

TENDER NO: 6G/2022/23

Calculation of local content								Tender summary				
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)	
									(C20) Total tender value	R		
									(C21) Total Exempt imported content		R	
									(C22) Total tender value net of exempt imported content		R	
									(C23) Total Imported content			R
									(C24) Total local content			R
									(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources
--

NOT APPLICABLE

<p>Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors</p>

NOT APPLICABLE

Schedule 13: List of other documents attached by tenderer
--

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The following information shall be provided with the Tender:

Please complete the Schedules listed below for Evaluation Purposes

1. Schedule 15.1: Past/Current Work Experience PLUS Contract Value
3. Schedule 15.2: Key Staff


SCHEDULE 15.1 – RELEVANT EXPERIENCE / TRACK RECORD

	COMPANY / ORGANISATION NAME (WHOM SERVICES RENDERED FOR)	SIGNAGE PROJECT NO / REFERENCE NO / PURCHASE ORDER NO /	DETAILED PROJECT DESCRIPTION	Project Period (From – To) Please insert dates	CONTACT PERSON	CONTACT NUMBER AND EMAIL (COMPULSORY)
1						
2						
3						
4						
5						
6						
7						
8						

SCHEDULE 15.2 – KEY STAFF

DESIGNATION	NAME	IDENTITY NO	CV ATTACHED
Contract Manager			
Safety Officer			
Administrative staff			
Graphic Designer			
Signage Installer 1			
Signage Installer 2			
Signage Installer 3			

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 73 of 134

TENDER NO: 6G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UP TO 30 JUNE 2026

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save**

that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the CCT's website.

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

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) 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

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.- NOT APPLICABLE

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 (and services) have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

CPA based on Consumer Price Index (CPI)

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

- 17.5.1 Adjustment for variations in rates of exchange:

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

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

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to

above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

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

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

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

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

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, 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 contractor must make contact with the Project Manager / City Official within 72 hours from receiving the purchase order/s. At the site meeting a programme to determine the commencement of the work will be determined and agreed to. Should, after agreement of the delivery period, challenges to meet the agreed delivery period is experienced, it is incumbent on the successful tenderer, to engage the City Project Manager / City Official to sensitize CCT as to the nature of the delay.

Any delay to the agreed upon delivery period, will be subject to the agreement and approval by the Project Manager / City Official. Should the work not be completed within the specified timeframe agreed to, penalties as contained in Clause 22 of the special conditions of contract and/or the City of Cape Town's approved dispute resolution

process will be implemented.

In the event that the actual delivery period for goods ordered in terms of this tender exceeds the tendered delivery period, a penalty of 5% (per day) or part thereof of the value of the overdue goods will be imposed.

- 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, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of personal information

- a) The Contractor acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- b) The Contractor agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- c) The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- d) The Contractor agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- e) Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.
- f) The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

Clause 6:

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY – NOT USED
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 12 October 2021) approved for issue of contract guarantees to the City:

National Banks

ABSA Bank Limited
 FirstRand 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
 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 USED**ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [DRAFTER TO SELECT PERCENTAGE: %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

(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 aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of

(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.: 6G/2022/23

TENDER DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

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)

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

1. INTRODUCTION

The City of Cape Town's Community services & Health directorate is embarking on the replacement and installation of signage at various facilities. The scope of work comprises of the supply, transport and installation of signage, including the removal and disposal of existing signs where applicable. All steel parts shall be taken to a recycling depot and non- recyclable parts shall be disposed of at a landfill site.

2. OVERVIEW OF THE WORKS

The Works comprise for the provision of signage within the City of Cape Town municipal area as and when required by the City of Cape Town for the duration of the term tender contract. Each project identified by the Employer will be undertaken as an individual Works Project in terms of the Contract.

All signage shall be in accordance with the specifications provided in this document. Shop drawings shall be prepared prior to the manufacturing of a sample of each type of sign. On approval of the samples, the full complement of signs can be manufactured. If there are any changes required, these must be made and approved prior to the installation of the signs.

The successful bidder shall be responsible to arrange meetings, inspections, approvals and site meetings with the client. These shall be arranged at least 48 hours prior.

Please refer to Annex D1: City of Cape Town Community Services & Health Signage Manual (DRAFT) for more information, design drawings and C4 Site Information.

3. EXTENT OF THE WORKS

Work items under this term tender contract may include any one or more of the following:

- The removal of existing signs and provision of all general items required to complete the identified Works(replacement of existing surfacing).
- The manufacturing, supply, delivery, corrosion protection and installation of:
 - Free standing signs
 - Wall mounted signs
 - Bollard signs
 - Tiled signs

The Works that are to be carried out will be specified in individual Works Project documents as and when required. However, if during the course of construction conditions are found to differ from those anticipated, the Project Manager may modify the scope of the work to suit the prevailing conditions and circumstances.

4. OCCUPATION OF THE SITE

Access to the site of the works will be given to the Contractor on the Commencement Date as stated in the WorksProject.

The site of the works is on public places, which will remain in use by pedestrians during the course of the work. The Contractor shall conduct the Works in such a way that minimises the impact of traffic and construction activities on the adjacent infrastructure and to other users. Work areas shall be cordoned off and pedestrians may be allowed reasonable access. No road may be closed without the consent of the Employer and approval.

5. EXISTING INFRASTRUCTURE

The Contractor shall take all necessary precautions to protect the existing infrastructure, from damage during the execution of the Works. If the Contractor causes any damage to existing infrastructure, the Contractor will be required to make good all damage, at their own cost and to the satisfaction of the Project Manager.

6. RESTRICTIONS

The Contractor shall conduct the Works in such a way that he minimises the impact of traffic and construction activities to adjacent infrastructure and to other users. Any damage to infrastructure during execution of the works shall be reinstated by the Contractor at his own cost.

The Contractor shall ensure that all temporary access facilities required to provide access for the execution of the works shall comply with the environmental specification and the Employers requirements in this regard.

All operations are to be properly screened off to protect road users from flying debris or falling objects, including wind-blown materials originating from the Works. Screening is to be to the satisfaction of the CCT at all times.

All potentially hazardous aspects of the Works are to be kept properly protected and closed to access by members of the public. This applies particularly to excavations, shoring, stockpiles and equipment. A check is to be made at the close of each day's work to ensure that no potentially unsafe situation is left accessible to the public.

7. SECTION A: GENERAL SPECIFICATIONS

Formatting of artwork

The signage templates are approved by the City's Communication Department. It is important not to make changes to the templates and deviate from the criteria set by the City's Communication Department. The use of the official Council logo is strictly controlled. It is essential that the colours, size, and placement complies with the regulating guidelines.

All templates will be made available to the Contractor in Adobe InDesign format and all completed artworks in .pdf and/or Adobe InDesign format for each Works Project.

Colours:

The colours used must be in accordance with the standard City of Cape Town Colours. The Pantone colours must be achieved. To this effect, the CMYK values may require adjustments depending on the specific materials, substrates and printers used.

All artwork templates will be supplied as CMYK colour format.

The City's colour palette is supplied in Appendix 1

The content will be directed by the Project Manager who requires the sign.

Colours:

The colours used must be in accordance with the standard City of Cape Town Colours. The Pantone colours must be achieved. To this effect, the CMYK values may require adjustments depending on the specific materials, substrates and printers used.

The following colours are primarily used for the signs:

- Pantone 7470 Earthy Blue
- Pantone 201 Earthy Red
- Pantone 424 Earthy Grey
- Pantone 312
- Pantone Black
- Pantone White
- Pantone 364 Dark Green

Signboard

All elements of the signboard shall be digitally printed directly onto a 3 mm thick Aluminium Composite Panel (ACP) with a matt face finish. The Aluminium composite panel must come with a 5 year guarantee.

The ink must remain vivid for at least 3 years without lamination. The printed signboard shall be covered with a clear exterior high-tack vinyl, with a thickness of 75 microns or similar approved.

Free standing and wall mounting signboards will be secured to the signage frame using 1.1 mm thick grey 3M™ VHB Tape GPH-110GF (or equivalent approved).

Bollard signboards shall come with six 7 mm Ø pre-drilled holes: two on top, two in the middle and two at the bottom. The signboards shall be secured to the bollards with 7 mm Ø 30 mm long stainless steel self-tapping countersunk screws.

Signboard Frame

Signboard frames shall be manufactured from 6 mm thick aluminium grade 6061. The aluminium frame shall be drilled, welded, and have all finishing complete prior to surface preparation for the corrosion protection. The aluminium frames shall be suitably prepared prior to corrosion protection coating; all edges are to be rounded off with a 3 mm radius.

Frames shall be painted for corrosivity category C5 and high durability according to ISO 9223, therefore a minimum lifetime of 20 years, with the first major maintenance activities to take place only after 15 years of operation.

The minimum number of coats for the paint system shall be two. The minimum total dry coating thickness shall be 250 µm.

Paint repairs/touch-ups are to be done post transportation and erection as per paint manufacturer's specifications.

Free standing sign mounting

The free standing sign frame (as per point 4 above) is to be bolted to support posts (with a duplex coating system of galvanising and paint) installed in a mass concrete base. The signboard will be secured to the sign frame using 1.1mm thick grey 3M™ VHB Tape GPH-110GF (or equivalent approved).

Installation of signs in strong or severe wind, or within 48 hrs of such weather conditions is not permissible.

Support Posts - Galvanising:

Posts are to be hot dip galvanised according to SANS 121 / ISO 1461 – heavy duty (b), resulting in a zinc layer of ≥70 µm. All galvanising is to be done by a galvaniser who is a member of the Hot Dip Galvanizers Association of Southern Africa (HDGASA). All posts shall not be passivated after hot dipping for painting purposes. Warped or twisted shapes resulting from the galvanising process are not acceptable and shall be straightened prior to shipment. Hot dip galvanised steel that is to be painted shall not be handled, transported or temporarily stored out of doors or in damp surroundings.

Support Posts - Painting:

Galvanising shall be followed by a gloss Pantone 424 Earthy Grey coating. Painting shall take place as soon as possible after hot dip galvanizing, preferably at the galvanizing Contractor's premises.

Support posts shall be painted for corrosivity category C5 and high durability according to ISO 9223, therefore a minimum lifetime of 20 years, with the first major maintenance activities to take place only after 15 years of operation. The paint system for the support posts shall be G5.04 or G5.05 as per Table D.1 of ISO 12944 (or equivalent approved).

Surface preparation shall be according to ISO 12944, with all burrs and sharp edges removed prior to coating with all edges rounded off with a 3 mm radius.

Application of the paint shall be by airless spray or other suitable equipment as appropriate for the surface to be coated and in accordance with the recommendations of the paint manufacturer. Application equipment shall be maintained in clean condition and in good working order. Paint shall be thermally sprayed to achieve an aesthetic neat clean finish without lumps, air holes, pin-holes or drip stains.

Paint shall not be applied to steelwork under the following conditions:

- The relative humidity rises above 85%;
- During periods of inclement weather including sand storm, fog, frost, mist, rain or when condensation has occurred or is likely to occur on the metal;
- The ambient temperature is less than the minimum or greater than the maximum specified by the manufacturer of the coating material; and

- The amount of dust in the air or on the surface to be painted is likely to result in a paint finish which will not meet the performance requirements.

Precaution shall be taken not to damage paint coatings post paint application (including storing, transporting, assembling etc.). If coatings are damaged during transportation paint repairs shall be according to HDGASA Information Sheet No12 "Hot dip galvanizing & duplex coat repair procedure" and recommendations of the paint manufacturer.

All bolted connections shall be painted with the same paint system post bolting of the frame to the posts

Fasteners:

All structural bolts according to SANS 1700 (ISO 898-1) grade 8.8, and hot dip galvanised according to SANS121 (ISO 1461).

All fastener threads according to ISO 965-2.

All nuts according to SANS 1700 (ISO 898-2) grade 8, hot dip galvanised according to SANS121 (ISO 1461).

All structural washers in accordance with SANS 1700 HSFG/DIN 6916, strength grade 8, HSFG heavy duty through-thickness hardened, hot dip galvanised according to SANS121 (ISO1461:2009). Electroplated washers are not acceptable.

Isolators shall be used as a barrier between dissimilar metals to prevent galvanic corrosion.

Isolation washers shall be placed between galvanised washers and aluminium plates. Isolation washers shall be phenolic or nylon.

An isolation sleeve shall be placed around all bolts. Isolation sleeves shall be phenolic or mylar. Length of isolating sleeve should be approximately 1 mm less than bolt grip length.

The gap between the post and frame lugs shall be sealed with Sikaflex-11 stick and seal, or equivalent approved, when bolting the frame to the post.

Precaution shall be taken to not damage any paint on the permanent works when storing, transporting, assembling and/or bolting frame to support posts.

Post bolting of the frame to the support post all bolted fixings shall be painted with the same paint system as per the posts (described above). Bolts, nuts and washers for steelwork shall be kept free from dirt and deleterious material. Oil and grease on bolts, nuts and washers shall be removed before assembling and coating the exposed parts of assembled bolts, nuts and washers. Paint repairs/touch-ups are to be done post transportation and erection as per paint manufactures specifications.

Wall mounting sign

The sign frame shall be secured to the wall or structure using M8 stainless steel expansion bolts. A phenolic or nylon washer shall be used as a barrier between the stainless steel bolts and the aluminium frame to prevent galvanic corrosion.

The signboard will be secured to the sign frame using 1.1 mm thick grey 3M™ VHB Tape GPH-110GF (or equivalent approved).

Bollard sign mounting

The timber bollard shall conform to Specification C2: Timber Work, with a rounded top and a rebate cut out for the mounting of the sign.

The bollard pole shall be cast into a 25 MPa concrete base as shown on the drawings.

The sizes of the bollard signboards shall be: 110 x 420 mm

Tile Signs

A ceramic transfer shall be made of the artwork and fired onto a 7 mm thick (tolerance +-2 mm) ceramic tile. The finished product shall be suitable for exterior applications and have a minimum of a 7-year lifespan even when installed horizontally in full sun and exposed to sea water and salt spray as well as high foot traffic.

The size of the ceramic tile sign shall be: 240 mm Ø

Tiling on brick or concrete walls, columns, etc shall be done with a 1:4 cement plaster backing. Tiling on concrete floors etc shall be done with 1:3 cement mortar.

Sign locations

The exact position of the sign mountings shall be determined on site.

New signs shall be installed within 12 hours of old signs being removed.

Removal of existing Signs

Before fitting a sign to a wall or structure, all the other signs shall be removed. The area of the wall identified shall be prepared:

- Remove existing signs
- Sand down any loose paint and plaster and fill any holes or cracks with appropriate SABS approved crack filler.
- Sand down and prepare surface, removing any dirt and grime
- For unpainted surfaces/ if necessary, prime with Plascon Plaster primer (or equivalent approved) to manufacturer's specification.
- Paint with 1 coat Plascon Universal Undercoat (or equivalent approved) and 2 coats Plascon Wall and All (or equivalent approved) to match the existing colour, or as specified, all as per manufacturer's specification.
- Fix new signage frames, followed by signboards.

Wall Paint:

All painting materials used in this contract shall be of the manufacture specified and shall comply with the manufacturer's application instructions. When the Contractor's tender has been accepted, he shall submit to the Project Manager, for approval, a list of all painting and decorating materials he proposes to use. This list shall show the name of the manufacturer and the trade/brand name of the paint or other material. Only those paints and materials that have been approved by the Project Manager shall be brought on the site and used on the works. The Project Manager may inspect the paint so brought and take samples from them for testing purposes. On no account may paint from different manufacturers be mixed together.

All paintwork in this contract shall, unless otherwise described, be executed using "Plascon or Dulux" range of products or equivalent approved based on: quality of dirt resistance; alkali resistance; water resistance; sheen; exterior use; water based paint; and guarantee. Tax invoice of paint to be supplied with invoice for payment to confirm paint quality.

Application of wall paint:

Exterior painting shall not be carried out during rainy, damp, frosty or other inclement weather or when such weather can reasonably be expected within the next 8 hours. Each coat of paint, irrespective of the method of application, shall be adequately and permanently keyed on to the previous coat or surface and shall be evenly distributed, continuous and shall dry to a film free of sags, runs or other imperfections. Each priming coat and undercoat of painting shall be inspected by the Project Manager before any subsequent undercoat or finishing coat is applied. Priming coats shall be well brushed in to obtain maximum penetration.

Removal and Reinstatement of surfaces

The Contractor is responsible for the removal and reinstatement of paving, lawn and/or other constituents, as required per site location, to leave the area in a safe manner in terms of public safety regulations, after signage installation. The following reinstatement is anticipated, but not limited to:

- Lawn/grassing
- Locally indigenous vegetation
- Paving/pavers of different types and sizes (Clay, concrete etc)
- Concrete surfaces including reinforcing
- Asphalt including base course layers
- Other not specified but clearly visible on site

The Contractor shall remove all rubble, old signs, excess soil and plant material that will not be used for reinstatement, to ensure the site is left safe and tidy. Plants that are temporarily removed shall be watered well 2 hours prior to removal and placed and kept in the shade. If there is no shade available on site, the Contractor shall supply an appropriate shade structure. Plants shall be replanted and watered thoroughly the same day. Reinstatement of works shall be to the satisfaction of the City of Cape Town's Community Services & Health directorate.

Refer to Specification C4: Segmented Paving; Specification C5: Asphalt Base and Surfacing; and Specification C6: Brick Repairs for further requirements.

Excavation for footings

All excavations are to be as per Specification C3: Earthworks (Small Works).

Where applicable, existing materials are to be carefully removed and stored for later re-use.

The excavations shall be to a length and width that provide the appropriate side allowance for the construction of the concrete footings.

The bottoms of the excavations must be compacted to 93% Mod. AASHTO.

Construction of concrete footings

The mass concrete footings shall be constructed in accordance with the South African Bureau of Standards' (now Standards South Africa) Standardised Specification for Civil Engineering Constructing, SABS 1200 GA 1982 Concrete (Small Works), as amended or amplified upon on the Drawings.

It is not permissible to cast the concrete for the footings up against the sides of the excavation. Concrete must be cast in formwork, which may have a rough finish.

The footings are to be cast to the level shown on the Drawings. After casting, the bases are to be left undisturbed for a minimum period of 3 days.

The Contractor shall ensure that the necessary testing in respect of concrete strength is carried out by an accredited laboratory.

The Contractor shall ensure that all temporary works are in place (spacers/stays etc.) to ensure verticality of signs during installation and curing of concrete bases.

Existing Services

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site. Shall any wayleaves, permissions or permits be obtained by the Project Manager prior to the award of the contract, it shall be the Contractor's responsibility to have them transferred into the Contractor's name.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on request.

The onus is on the Contractor to verify and locate all services, carefully, by hand.

Extreme care is to be taken when working in the vicinity of services, particularly when excavating. Any damage to services occasioned in the course of the Works will be made good by the appropriate service authority and the cost thereof will be deducted, in the first instance, from amounts due to the Contractor in terms of this contract.

Apart from such excavation and construction as is required in terms of the drawings and specifications, no pegs or stakes are to be driven, nor any holes excavated, into the surface of any road or other Council property in the course of the Works.

The Contractor shall be responsible for renewing the existing wayleaves for the works at the set intervals, into his own name, and shall abide by all conditions imposed by such wayleaves, permissions or permits.

Accommodation of vehicular and pedestrian traffic

All operations are to be properly screened off to protect road users from flying debris or falling objects, including wind-blown materials originating from the Works. Screening is to be to the satisfaction of the CCT at all times.

All potentially hazardous aspects of the Works are to be kept properly protected and closed to access by members of the public. This applies particularly to excavations, shoring, stockpiles and equipment. A check is to be made at the close of each day's work to ensure that no potentially unsafe situation is left accessible to the public.

All measures for the temporary accommodation and control of traffic shall be in accordance with Chapter 13 of the South African Road Traffic Signs Manual.

There shall always be a safe and universally accessible path of at least 1.5 m wide for pedestrians to walk.

Temporary Works

The Contractor shall carry out such temporary works as may be required to enable the permanent work to be constructed. No temporary works shall be allowed to remain in position on completion of the Works.

All temporary works shall be designed by competent professionals and the Contractor shall provide a certificate from a Professional Engineer certifying that the temporary works are fit for their intended purpose and comply with all necessary legislation.

Progress Photographs

The Contractor shall include provision for the compilation of a photographic record of the Works as the Works proceed in digital format and shall submit such record to the Project Manager at monthly intervals or other agreed intervals during the contract.

As-Built Drawings

The Contractor shall keep one complete set of drawings available on site for mark-up purposes. This set of drawings shall be regularly marked up in red ink by the Contractor to reflect the latest as-built status. Immediately after completion of the part of the Works the completed marked-up drawing shall be handed over to the Project Manager who will acknowledge receipt and arrange with the Designer for the completion of the as-built drawing.

Timber Work

1. Scope
2. Normative References
3. Materials
4. Execution
5. Tolerances
6. Testing

1. Scope

This specification covers the requirements for the structural timber components relating to the bollard signs. The scope includes for the removal of all old, damaged and worn timber sections and the supply and installation of new timber sections.

2. Normative References

The following standards, including the associated normative standards referenced in the standard, shall apply where relevant.

Standard Specifications

SANS 1288:2014	Preservative-treated timber
SANS 10005:2011	The preservative treatment of timber
SANS 10163-1: 2003	Structural use of timber – Part 1: Limit state design

3. Materials

3.1. General

Timber shall be ordered in dimensions in which it will be used and shall not be sawn into smaller cross-sectional sizes. Note that the grading of timber is based on the assumption that the timber will be used on the dimensions it was graded. Sawing timber lengthways into smaller sizes contravenes the grading rules and invalidates the grading.

All structural timber and poles, treated or un-treated, shall comply with the requirements of the relevant timber standards and shall bear the required standardisation markings.

Timber treated with a waterborne preservative shall be allowed sufficient time to dry out naturally after the application of the preservative. Treated timber shall only be installed when the moisture content of the timber is below the maximum specified limit.

Preservatives

Preservative treatment shall be carried out in accordance with the requirements of the standards applicable to the various types of structural timber or poles used. The preservative type used shall be in accordance with the requirements specified for the applicable hazard class. All preservative treatments carried out will be accompanied by the respective official certification.

Bollard Sign Poles

Timber bollard sign poles will be CCA H4 treated with a rounded top and a rebate cut out for the mounting of the sign.

All cut outs shall be treated pre-assembly/erection, refer to 4.2.

Execution

Storage and Handling

All timber shall be stored and protected in such a manner that any deterioration, distortion, damage or contamination does not impair the timber's performance when incorporated into the works.

The timber should be stored clear of the ground on dry bases, and stacks should be evenly supported on bearers with spacer sticks at regular intervals. Stacks should be protected against the weather by an impervious cover, i.e. tarpaulins, but still permit free passage of air around and through the stack.

Timber delivered packaged, i.e. strapped, shall be unpacked and stored and protected against the weather as stated above.

The timber shall be handled and protected during transportation, storage and installation to ensure the impregnated shell is not broken through or the timber damaged in any way that it reduces the effectiveness of the preservative.

Reshaping and Re-Sawing Of Members

When treated members are reshaped or re-sawn, all the exposed faces shall be painted with a timber preservative appropriate to the Hazard Class specified for the timber member.

Site alterations may only be made if such alterations do not compromise their design intent or performance in use (or both). The Project Manager is to be informed of all site alterations and review the suitability thereof prior to acceptance.

Tolerances

Member Sizes

All timber to be supplied and installed by the Contractor shall comply with the dimensional tolerances specified in the applicable timber material standard. The timber shall be supplied bearing the full standardisation marking associated with the applicable standard, confirming conformance therewith.

Bolt Holes

Bolt holes shall not exceed the diameter of the bolts by more than 2 mm.

Washers

Washers shall have a diameter and thickness of at least 3D and 0.3D respectively (D = nominal diameter of bolt), under the heads of bolts and under nuts.

Testing

All timber to be supplied and installed by the Contractor shall comply with the testing requirements specified in the applicable timber material standard. The timber shall be supplied bearing the full standardisation marking associated with the applicable standard, confirming conformance therewith.

Earthworks (Small Works)

1. Scope
2. Variations to SANS 1200 DA

Earthworks (Small Works)

1 Scope

This specification covers the variations to SANS 1200 DA for the requirements of minor earthworks for the provision signage.

2 Variations to SANS 1200 DA

Table 2 shows the variations to SANS 1200 MJ which apply to this Contract:

Table 2: Variations to SANS 1200 DA

Clause No	Description	Variation
.1	Material: Classification for Excavation Purposes	<p>Add the following to Sub-clause DA 3.1.2:</p> <p>The following definitions shall apply to the wording “efficiently removed” and “efficiently loaded”.</p> <p>a) Soft Excavation</p> <p>For Soft Excavation 'efficiently removed' without the assistance of pneumatic tools by a back-acting excavator as described in subclause 3.1.2 a), shall mean the removal of more than 0,035 m³ per millimetre of tined-bucket width per hour of continuous, unrestricted operation.</p> <p>For Soft Excavation 'efficiently loaded' without prior ripping or stockpiling by rubber tyred front-end loader as described in subclause 3.1.2 a), shall mean a loading rate of more than 40 m³ of insitu material per hour.</p> <p>b) Intermediate Excavation</p> <p>For Intermediate Excavation 'efficiently removed' by a back-acting excavator as described in subclause 3.1.2 a), shall mean the removal of more than 0,007 m³, but less than 0,035 m³, per millimetre of tined-bucket width per hour of continuous unrestricted operation.</p> <p>Excavation in material that, in the opinion of the Engineer, requires a back-acting excavator of flywheel power exceeding 0,10 kw per millimetre of tined-bucket width or the assistance of pneumatic tools prior to removal in order to achieve removal rate of at least 0,035 m³ per millimetre of tined-bucket width per hour of continuous, unrestricted operation will also be classified as Intermediate Excavation.</p> <p>c) Hard Rock Excavation</p> <p>Excavation in material that does not meet the removal rates specified in b) above without blasting or without wedging and splitting prior to removal will be classified as hard rock excavation.</p>
5.1	Construction: Precautions	<p>Add the following to Sub-clause DA 5.1.1:</p> <p>The Contractor shall be liable for all damages to services caused as a result of the Contractor's negligence.</p>

Clause No	Description	Variation
5.2	Construction: Methods and Procedures	<p>In addition to Sub-clause DA 5.2.2 and 5.2.3, the following applies:</p> <p>After clearing and before placing any fill material the Engineer's approval of the suitability of the insitu material shall be obtained. The Engineer shall direct, if the nature of the excavated material so requires (as is the case with clayey material), that certain portions of the excavated material be placed only in specific sections of the embankments. The Contractor will receive no additional payment for such selection.</p> <p>Where excavated material, which is designated as suitable fill material becomes contaminated or is mishandled or misplaced by the Contractor, he shall remove the contaminated material and/or replace the shortfall with suitable material at his own expense.</p>
5.2	Construction: Methods and Procedures	<p>Add the following to Sub-clause DA 5.2.2</p> <p>Unless offsite borrow pits are shown on the Engineer's drawings or are designated by the Engineer at tender stage, the Contractor shall make his own arrangements for the importation of material of a specified quality, when and if required, from borrow pits outside the Contract Site.</p>
5.2	Construction: Methods and Procedures	<p>Add the following to Sub-clause DA 5.2.4</p> <p>The upper 600 mm of all fills shall be compacted to a minimum of 93% MAASHTO density.</p> <p>Where material is carried out to spoil, or to fill low areas, filling shall be done, unless otherwise specified, in accordance with subclause 5.2.3.1 except that compaction requirements will be relaxed. In such cases each layer of material deposited shall be compacted by spreading with earthmoving equipment and by routing construction traffic such that the whole of each layer is traversed by heavy equipment.</p>
7.2	Testing: Taking and Testing of Samples	<p>Add the following to Sub-clause DA 7.2</p> <p>Test to the Contractors Account:</p> <p>The Contractor shall make arrangements with a soils testing laboratory to undertake the following tests and to pass the test results to the Engineer. The costs of such tests shall be included in the rates tendered for the appropriate item in the Schedule of Quantities.</p> <p>a) <u>Material imported from outside the Contract Site as a working surface, subgrade improvement or for fill material.</u></p> <p>One CBR and indicator test per 500 m³ of compacted material brought on site. (Beach or river sand will normally be exempted from this requirement). A sample and one CBR and indicator test of the material proposed for importation shall be submitted to the Engineer for approval prior to the commencement of importation.</p> <p>b) <u>Fill material in place</u></p> <p>One density and moisture content per 200 m³ of compacted fill.</p>

Clause No	Description	Variation
		<p>c) <u>Compacted subgrade or finished level</u></p> <p>One density and moisture content per 500m² of compacted surface area.</p> <p>Should any of the above density tests fail to comply with the specified requirements, the Contractor shall at his own expense remedy the failure and submit a new test to the Engineer.</p> <p>Test to the Employer's account:</p> <p>Where CBR, indicator tests and the like are required on material from within the Contract Site the Contractor shall also make arrangements with a soils testing laboratory to undertake these tests, the costs of which will be met by the Employer. Payment for such tests will be per sample tested and reported to the Engineer.</p>
7.3	Testing: Material or Compaction Not to Specification	<p>Add the following to Sub-clause DA 7.3</p> <p>The Engineer shall have free access to the site and will undertake numerous inspections of the work in progress to ascertain compliance with the specifications. The Contractor shall be prepared at any time to demonstrate such compliance and will be required to establish conformity to line, level, cross-section and tolerance by the use of straight-edge, tape, level, etc.</p> <p>The Engineer may also require additional tests to those specified in Sub-clause DA 7.2 above. Where such additional tests prove compliance with the specification, the costs will be met by the Employer. Where such tests fail, the costs to remedy the failure and the costs of the tests shall be met by the Contractor.</p>

Segmented Paving

1. Scope

Variations to SANS 1200 MJ

1 Scope

This specification covers the variations to SANS 1200 MJ for the supply, delivery and installation of concrete paving blocks.

2 Variations to SANS 1200 MJ

Table 3 shows the variations to SANS 1200 MJ which apply to this Contract:

Table 3: Variations to SANS 1200 MJ

Clause No	Description	Variation
1.1	Scope	<p>Add the following to sub-clause MJ 1.1:</p> <p>For this contract the exposure conditions are deemed as "very severe conditions" as defined in SANS 1200 G – Concrete, and the quality of the concrete paving blocks shall be of the highest order to ensure durability.</p>
3.1.1	Materials: General	<p>Delete the last sentence of MJ 3.1.1 and replace with the following:</p> <p>The colour shall penetrate through the paving block.</p>
3.1.2	Materials: Class, strength and type	<p>Delete Subclause MJ 3.1.2 and replace with the following:</p> <p>Paving blocks shall comply with the requirements of SANS 1058: 2012 Edition 2.1 – Amendment for Class 40/2.6 with Paraflo 20 or similar approved waterproofing admixture throughout in topping and base.</p> <p>The pavement blocks shall be topped with a 15 mm thick topping in order to improve the durability, texture and water resistance of the individual blocks. The topping shall present a smooth uniform texture and colour and shall be integrally bound to the body of the unit. The topping shall not detract from the specified strength of the paving blocks.</p> <p>The surface texture and colour of the units shall fall within the range of texture and colour represented by the manufacturers approved samples.</p> <p>The pavement blocks shall match those that are being replaced in texture, colour, pattern and size. Where an equivalent replacement is no longer available, the Contractor shall propose a suitable alternative to the Project Manager for acceptance.</p>
3.1.3	Materials: Manufacturing quality control and manufacturing quality assurance (new sub-clause)	<p>Enter new subclause MJ 3.1.3 with the following:</p> <p>The Contractor shall submit details of the manufacturing quality control (MQC) and manufacturing quality assurance (MQA) procedures that shall be utilised by the manufacturer of the paving blocks. All documentation (including test results) confirming compliance with MQC and MQA procedures shall be provided by the Contractor to the Project Manager before delivery of paving blocks to the site.</p>

3.1.4	Materials: Manufacturers Guarantee (new sub-clause)	<p>Enter new sub-clause 3.1.4 with the following:</p> <p>The Contractor shall provide a written guarantee, underwritten by an approved insurance company, whereby the paving blocks are guaranteed for a period not less than 5 years against failure due to defective materials and workmanship. This guarantee shall bear all costs</p>
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Clause No	Description	Variation														
		<p>related to remedial measures, including replacement of the paving blocks.</p> <p>The cost of the guarantee is deemed to be included in the rates for the supply and installation of the block paving.</p>														
3.3	Sand for bedding and jointing	<p>Delete sub-clause 3.3 b) and replace with the following:</p> <p>b) Jointing sand shall conform to the following grading on specification:</p> <table><tr><td>Nominal sieve size (mm)</td><td>% Passing by mass</td></tr><tr><td>2,36</td><td>100</td></tr><tr><td>1,18</td><td>90-100</td></tr><tr><td>0,60</td><td>60-90</td></tr><tr><td>0,30</td><td>30-60</td></tr><tr><td>0,15</td><td>10-30</td></tr><tr><td>0,075</td><td>5-10</td></tr></table> <p>Jointing sand shall be stabilised by means of using a 4:1 sand/cement mix.</p>	Nominal sieve size (mm)	% Passing by mass	2,36	100	1,18	90-100	0,60	60-90	0,30	30-60	0,15	10-30	0,075	5-10
Nominal sieve size (mm)	% Passing by mass															
2,36	100															
1,18	90-100															
0,60	60-90															
0,30	30-60															
0,15	10-30															
0,075	5-10															
5	Construction: Preparation	<p>Add the following to sub-clause MJ 5.1.1</p> <p>The underlying layers for surfaces to be paved shall be constructed as specified or as indicated on the drawings. Where no specified requirements have been set in respect of the underlying layers, the top layer shall be mechanically compacted to at least 90% of modified AASHTO density down to at least 150 mm from the surface of the layer. During this process the top layer shall be trimmed to the required grades and levels.</p>														
5	Construction: Laying of Units	<p>Add the following to sub-clause MJ 5.4</p> <p>Filler pieces shall be neatly sawn or hewn to fit exactly into the space to be filled.</p>														
5	Construction: Compaction of units	<p>Add the following to sub-clause MJ 5.6.1</p> <p>After the paving blocks have been laid, the paving shall be compacted by two passes of a suitable vibrating-plate compactor operating at a frequency of 65 Hz to 100 Hz and a low amplitude. Its plate surface shall be 0,2 m² to 0,4 m² and shall develop a centrifugal force of 7 kN to 16 kN.</p>														

Asphalt Base and Surfacing

1. Scope
2. Variations to SANS 1200 MH

Asphalt Base and Surfacing

1 Scope

This specification covers the variations to SANS 1200 MH for the requirements of priming of the subbase and the construction of two types of hot-mix asphalt base and surfacing, namely:

- (a) continuously graded asphalt; and
- (b) gap-graded and open-graded asphalt which, in the case of surfacing, includes rolled-in pre-coated chips or a friction course of open-graded asphalt.

2 Variations to SANS 1200 MH

Table 4 shows the variations to SANS 1200 MH which apply to this Contract:

Table 4::Variations to SANS 1200 MH

Clause No	Description	Variation
5.5	Construction: Design of Asphalt	Replace the contents of Sub-clause MH 5.1, and add the following: The design of the asphalt mixes shall be in accordance with the design guidelines of TRH 8.
5.5	Construction: Design of asphalt	Delete Sub-clause MH 5.5.2
8.1	Measurement and Payment: Rates of Application and Bituminous Binder Content	Add the following to Sub-clause MH 8.1.2 The prime coat shall be RTH 3/12P or RTL 3/12P tar prime applied at a rate of 0.75 litre/m ² .
8.1	Measurement and Payment: Rates of Application and Bituminous Binder Content	Replace the contents of Sub-clause MH 8.1.4 with the following: The tack coat shall be a 30% spray grade emulsion applied at a rate of 0,55 litre/m ² .

Brick Repairs

1. Scope
2. Material
3. Execution

Brick Repairs

1. Scope

This Specification covers the brick masonry repair work.

2. Material

2.1 Masonry

Bricks from the damaged wall structures shall be re-used when available.

If new brickwork is required, the Contractor shall source the bricks to match the existing masonry structure in size, colour and shape.

Brickwork shall be manufactured in accordance with SANS 10 249 and meet the requirements of the Severe exposure zone.

2.2 Mortar

New mortar shall be used to repair the damaged brickwork structures.

The mortar shall be micro concrete as defined in specification C1: SANS 2001-CC1.

3. Execution

3.1 Preparation

All damaged, loose masonry and mortar material shall be mechanically removed from the entire repair section. Existing mortar/concrete shall be mechanically roughed to ensure good adhesion for the new mortar.

3.2 Placement

A minimum thickness of 20 mm of mortar shall be placed on the roughened existing structure surface. Masonry brickwork shall be placed such to match the existing structure.

3.3 Curing

All mortar shall be cured as per the manufacturer's recommendations.

3.4 Finish

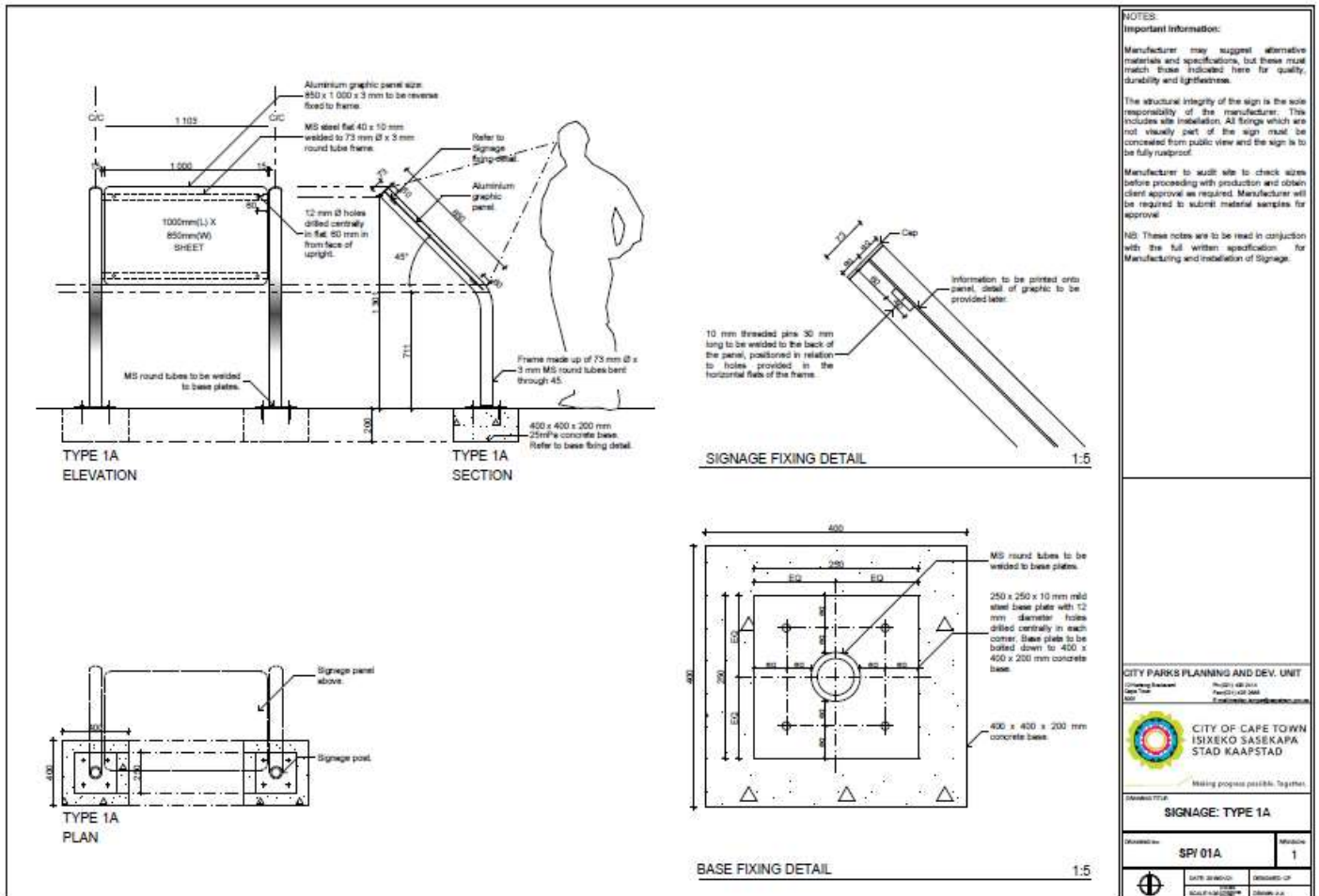
The Contractor shall ensure a neat, smooth finish around all corners, edges and exposed surfaces of the repaired structure. All top surfaces shall be levelled to match the existing structure.

SECTION B: City of Cape Town Community Services & Health Signage Manual

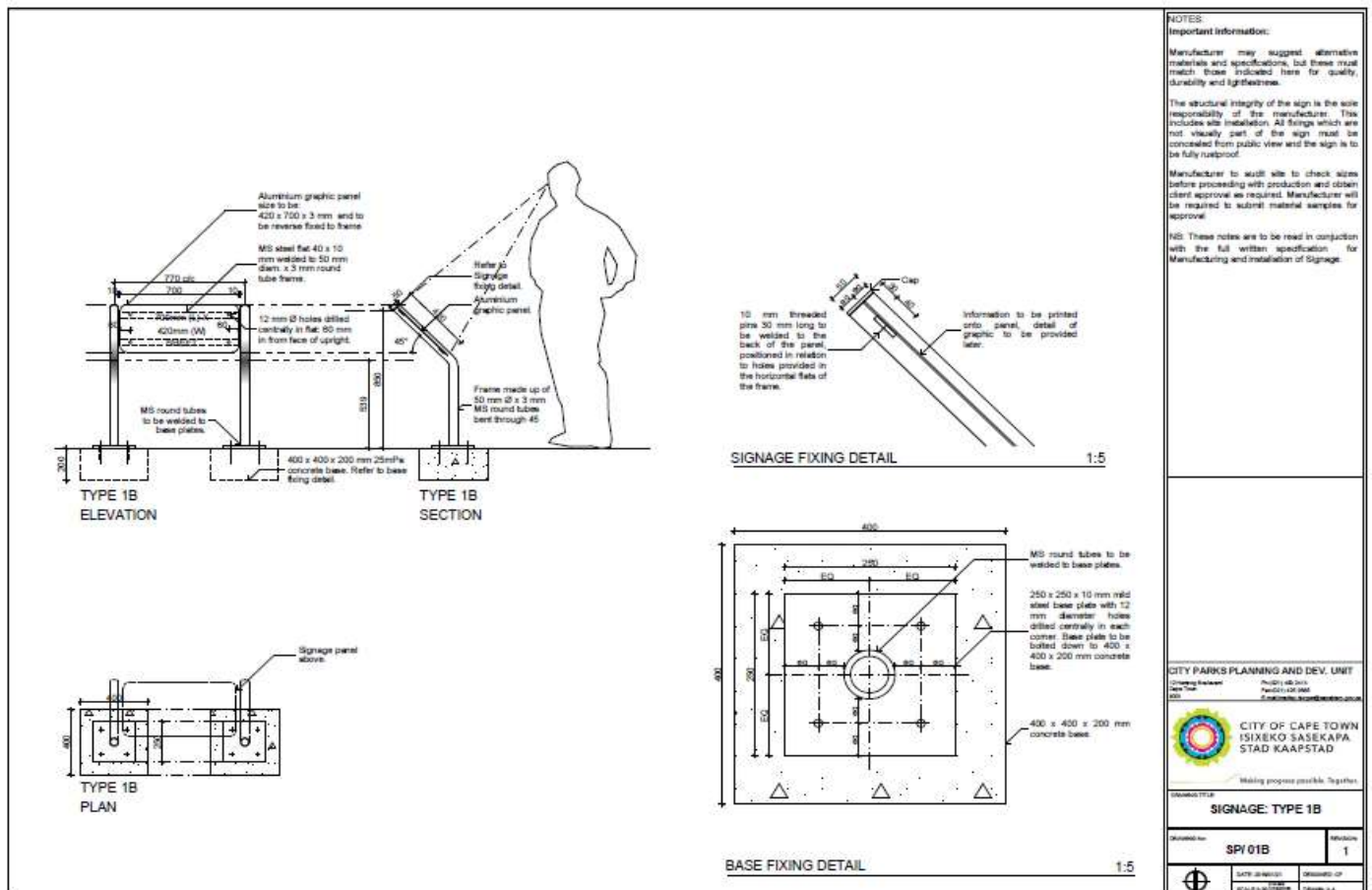


**Community Services
& Health- Signage
Manual**

TYPE 1A



TYPE 1B



TYPE 1C ELEVATION

TYPE 1C SECTION

TYPE 1C PLAN

SIGNAGE FIXING DETAIL

BASE FIXING DETAIL

NOTES:

- Manufacturer must suggest alternative materials and specifications, but these must match those indicated here for quality, durability and lightness.
- The structural integrity of the sign is the sole responsibility of the manufacturer. This includes site installation. All fixings which are not clearly part of the sign must be incorporated from public view and the sign is to be fully maintained.
- Manufacturer to visit site to check sizes before proceeding with production and obtain client approval as required. Manufacturer will be required to submit material samples for approval.
- All notes refer to be read in conjunction with the full written specification for Manufacturing and installation of Signage.

MANUFACTURE: This suggests alternative materials and specifications, but these must match those indicated here for quality, durability and lightness.

STRUCTURAL INTEGRITY: The structural integrity of the sign is the sole responsibility of the manufacturer. This includes site installation. All fixings which are not clearly part of the sign must be incorporated from public view and the sign is to be fully maintained.

MANUFACTURER TO VISIT SITE: Manufacturer to visit site to check sizes before proceeding with production and obtain client approval as required. Manufacturer will be required to submit material samples for approval.

ALL NOTES REFER TO BE READ IN CONJUNCTION WITH THE FULL WRITTEN SPECIFICATION FOR MANUFACTURING AND INSTALLATION OF SIGNAGE.

340mm(L) X 105mm(W) SHEET

340 x 100 x 100 mm
25mm concrete base
Refer to base detail.

Refer to
Signage
fixing detail.

340 x 105 x 3 mm to be
welded to post. Information to
be printed onto panel, detail of
graphic to be provided later.

Frame made up of 30 mm Ø x 3
mm M10 round tubes bent through
45°. 12mm Ø holes to be provided
in bottom ends of tube for anchor.

10mm Ø anchor to be 75mm
long and to be threaded
through holes on ends of tube
frame and welded in place.

SIGNAGE FIXING DETAIL 1:5

BASE DETAIL 1:5

NOTES
Important Information:
Manufacturer may suggest alternative materials and specifications, but these must match those indicated here for quality, durability and lightness.
The structural integrity of the sign is the sole responsibility of the manufacturer. This includes site installation. All things which are not visually part of the sign must be concealed from public view and the sign is to be fully supported.
Manufacturer to audit site to check signs before proceeding with production and obtain client approval as required. Manufacturer will be required to submit material samples for approval.
NB: These notes are to be read in conjunction with the full written specification for Manufacturing and installation of Signage.

CITY PARKS PLANNING AND DEV. UNIT
City Parks Planning and Dev. Unit
City Parks Planning and Dev. Unit
City Parks Planning and Dev. Unit

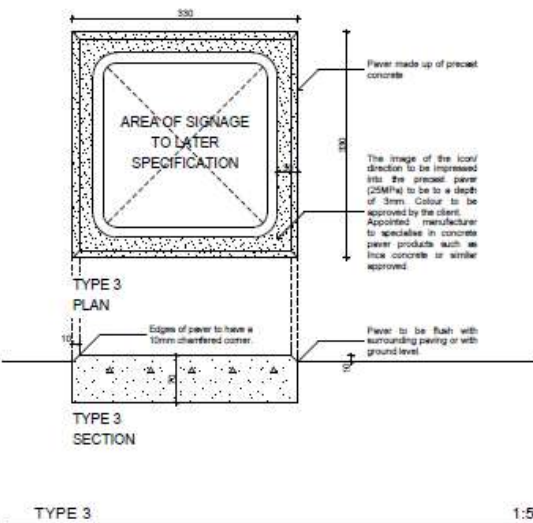
CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Being progress possible together.

SIGNAGE: TYPE 2B

Drawn by: SPV 02B
Checked by: SPV 02B
Date: 15/05/2014
Scale: 1:5

TYPE 3



NOTES:
Important Information:

Manufacturer may suggest alternative materials and specifications, but these must match those indicated here for quality, durability and lightfastness.

The structural integrity of the sign is the sole responsibility of the manufacturer. This includes site installation. All fixings which are not visually part of the sign must be concealed from public view and the sign is to be fully raiproof.

Manufacturer to audit site to check sizes before proceeding with production and obtain client approval as required. Manufacturer will be required to submit material samples for approval.

NB: These notes are to be read in conjunction with the full written specification for Manufacturing and installation of Signage.

CITY PARKS PLANNING AND DEV. UNIT
Drawing Number: P&D/148/2022
Sheet No: 1
Date: 2022/04/20

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Working progress possible. Together.

Drawn: TPL

SIGNAGE: TYPE 3

Drawn by: SPI/03

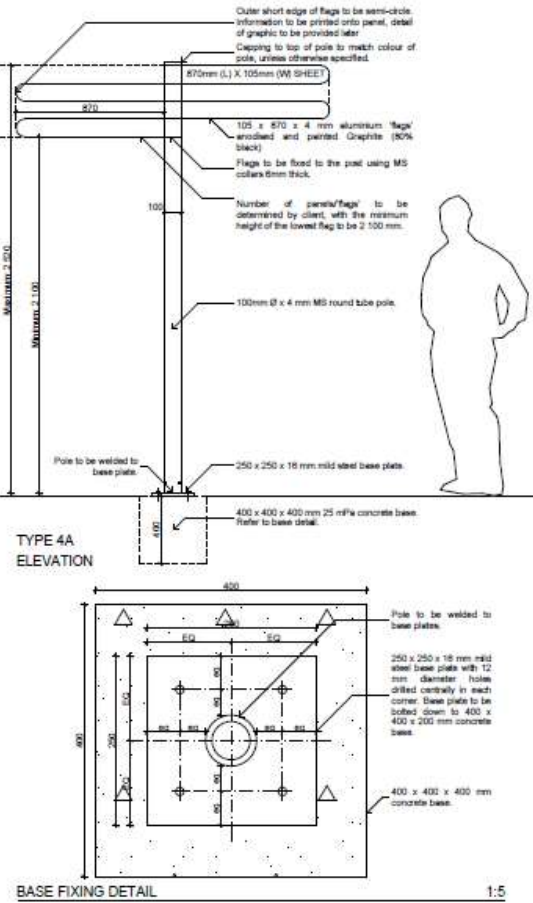
Reference: 1

DATE: 2022/04/20

DESIGNED BY: TPL

SCALE: 1:5

TYPE 4A



NOTES:
Important Information:

Manufacturer may suggest alternative materials and specifications, but these must match those indicated here for quality, durability and lightfastness.

The structural integrity of the sign is the sole responsibility of the manufacturer. This includes site installation. All fixings which are not visually part of the sign must be concealed from public view and the sign is to be fully raiproof.

Manufacturer to audit site to check sizes before proceeding with production and obtain client approval as required. Manufacturer will be required to submit material samples for approval.

NB: These notes are to be read in conjunction with the full written specification for Manufacturing and installation of Signage.

CITY PARKS PLANNING AND DEV. UNIT
Drawing Number: P&D/148/2022
Sheet No: 1
Date: 2022/04/20

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Working progress possible. Together.

Drawn: TPL

SIGNAGE: TYPE 4A

Drawn by: SPI/04A

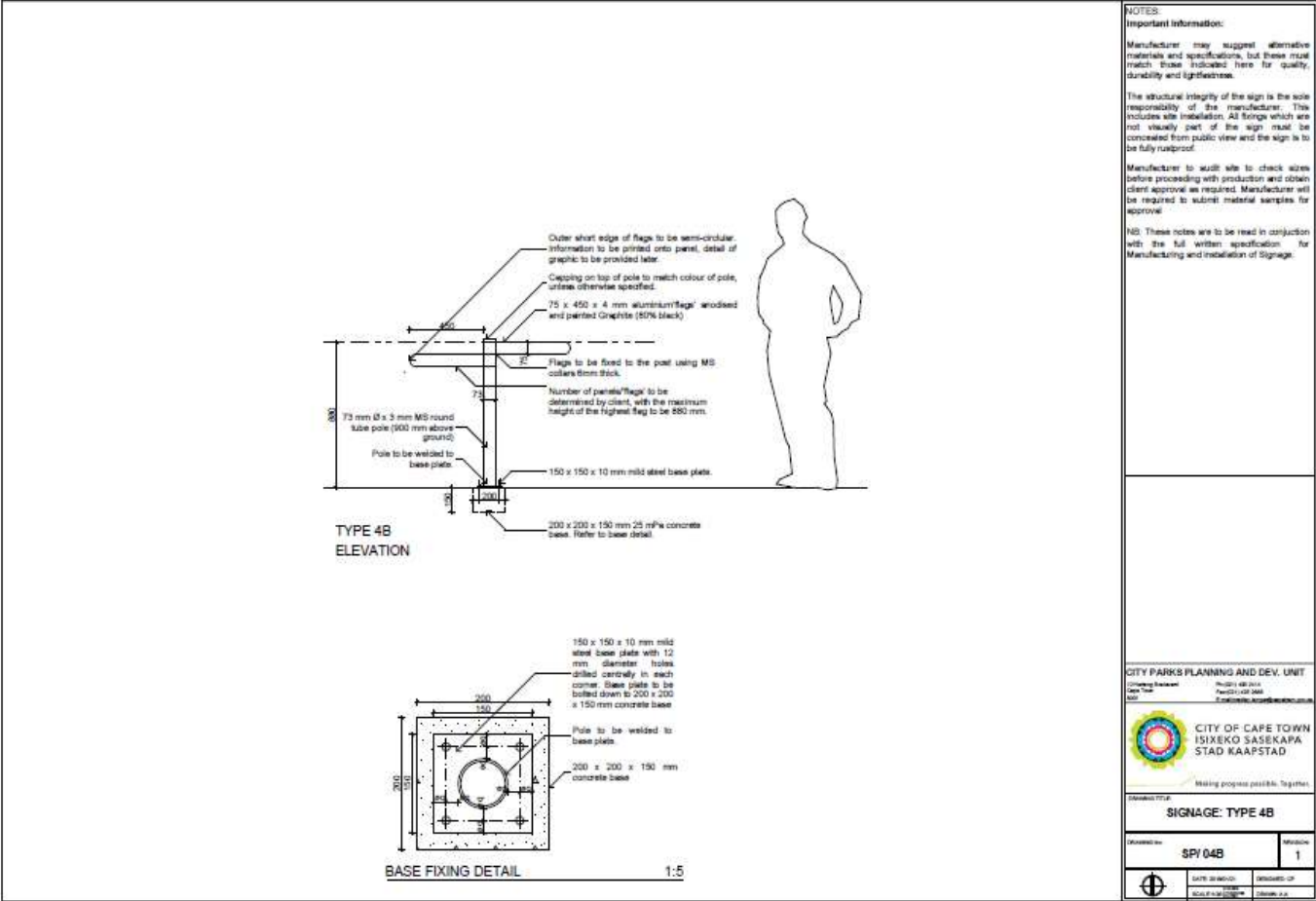
Reference: 1

DATE: 2022/04/20

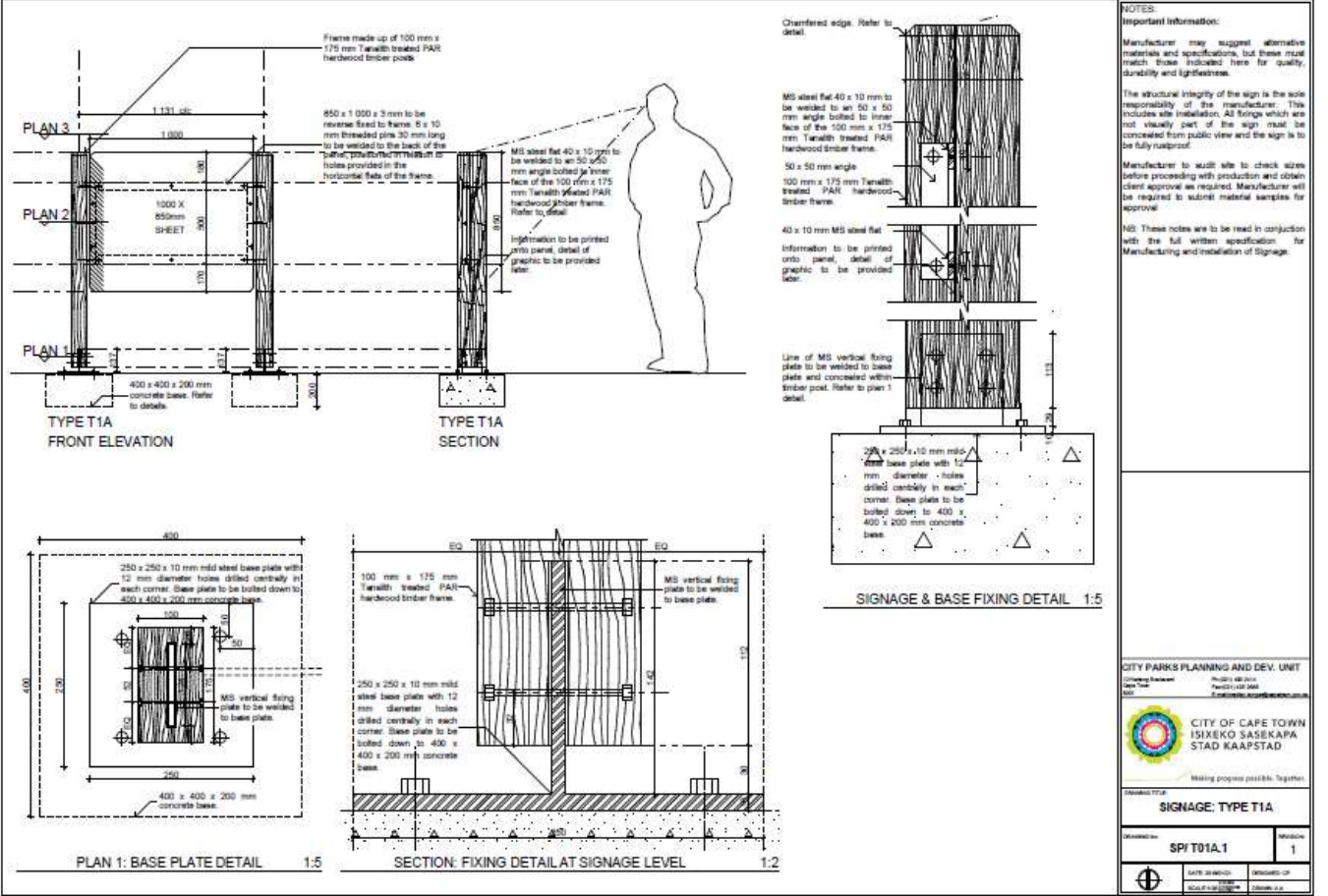
DESIGNED BY: TPL

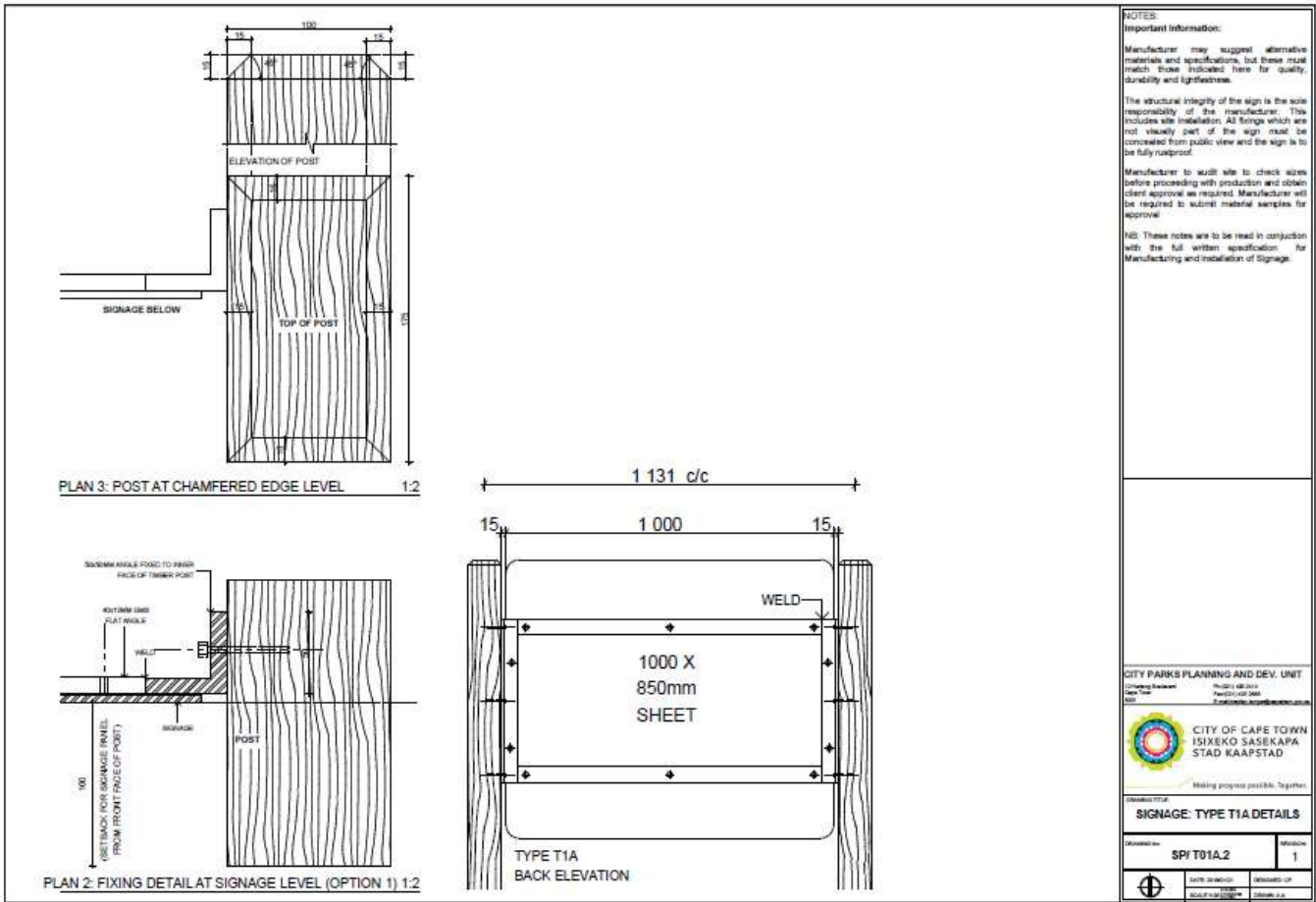
SCALE: 1:5

TYPE 4B

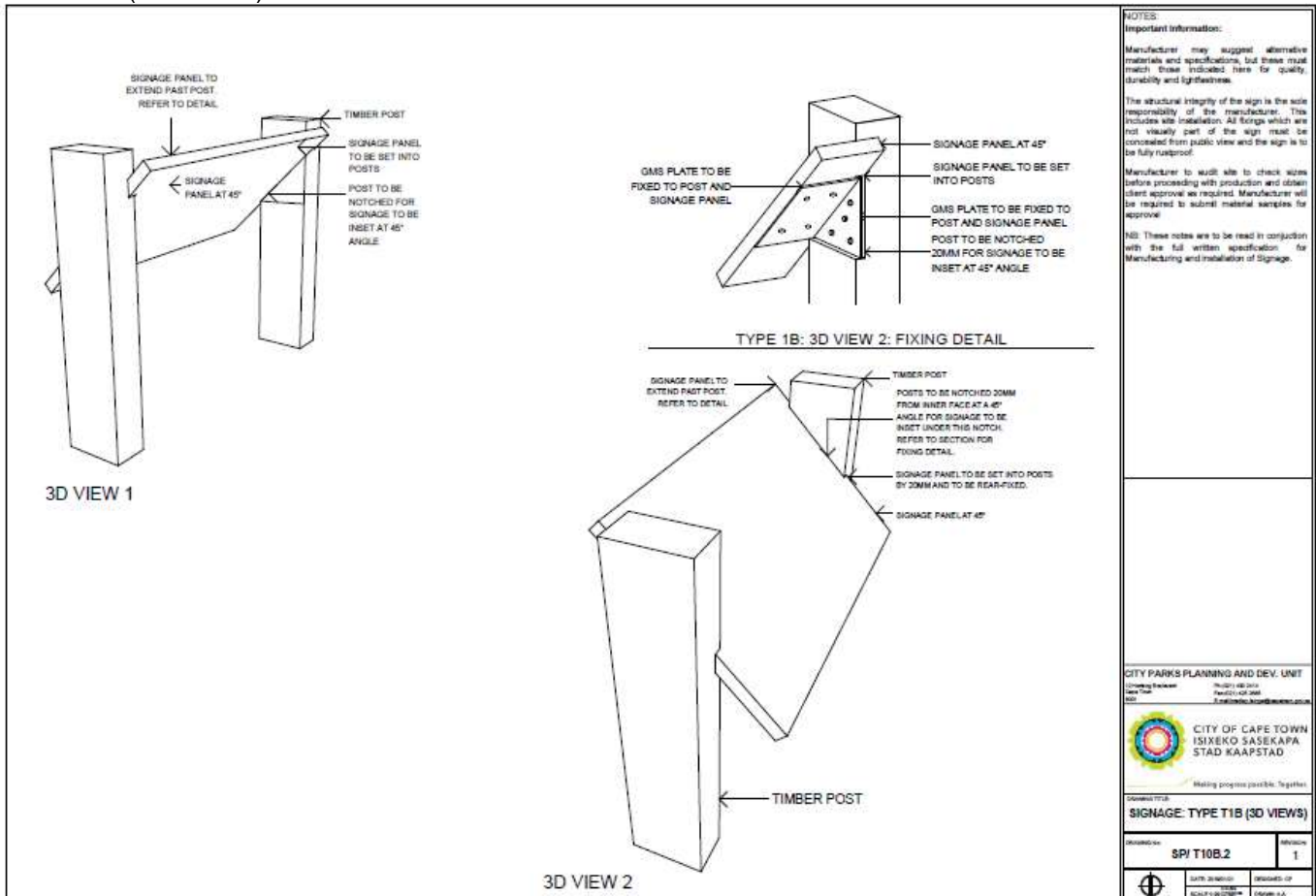


TYPE T1A.1





TYPE T1B (30 VIEWS)



Formatting of Artwork

On receipt of an order, the successful tenderer will be required to design and to format the artwork for the signage and return it to the responsible Project Manager for approval, prior to the signs being manufactured. Only on receipt of artwork approval, may manufacturing commence. The successful tender must make allowance for graphic design iterations to ensure that the artwork complies with the City's requirements.

The formatting of all artwork for the various signs may be undertaken using the attached templates as references and decal key approved by the City's Communications Department. Alternatively, the Project Manager may supply the content, graphics and colour palette to be used on the signage board in line with the City's Communications Department's requirements. For this reason, it is necessary that the successful tenderer has access to any of the following design programmes: Coreldraw, Adobe Indesign, Adobe Photoshop, Adobe Illustrator or AutoCAD software.

The use of the official Council logo is strictly controlled. It is essential that the colours, size, and placement complies with the regulating guidelines, and following specifications.

Colours (RGB code):

The colours used must be in accordance with the standard City of Cape Town Colours. The Pantone colours must be achieved. To this effect, the RGB values may require adjustments depending on the specific materials, substrates and printers used. See attached Appendix A.



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

PANTONE® MATCHING SYSTEM					
	382	214	312	130	BLACK
CMYK					
C	38	10	98	0	0
M	0	100	0	30	0
Y	100	10	15	100	0
K	0	0	0	0	100
RGB					
R	166	200	0	255	0
G	207	0	152	193	0
B	0	111	197	0	0
WEBSAFE					
	#cccc00	#0099cc	#cc0066	#ff9900	#000000

SECONDARY PALETTE					
	201	3955	7470	5195	424
CMYK					
C	32	40	98	89	0
M	92	38	50	75	0
Y	70	100	35	45	0
K	11	10	10	28	60
TERTIARY PALETTE					
	1595	732	526	364	
CMYK					
C	0	40	68	70	
M	70	70	100	34	
Y	100	100	0	100	
K	3	50	0	20	



PRIMARY DESIGN ELEMENTS

Primary Logo:
Colour Specifications
Pantone®, CMYK and RGB

Whether the logo is applied in print or electronic media, great care should be taken to ensure the logo colours are always accurately reproduced.

The logo consists of four colours with the addition of black. This slide displays the correct values for the various options.

Do not rely on automatic colour translation between CMYK and RGB colour models as they are usually influenced by the colour management system of the particular operating platform.

Pantone® is a registered trademark.

SECONDARY DESIGN ELEMENTS

Supporting Palettes:
Colour Specifications
Pantone® and CMYK

The City of Cape Town should predominantly make use of the bright and vibrant palette from our logo. Depending on the application and medium of the message, various options are permitted. In print the logo should principally be implemented on white background, however, in digital and electronic applications the reversed version of the logo (see Logo variation p.77) on either earthy blue or black is permitted.

To add versatility to the colour usage, tints of all the primary colours are open for use. These colours will be functional as backgrounds and for tables and charts (Annual reports).

The supporting colour palette has been generated for further flexibility is intended to act as a support to the primary colour. These colour have been carefully selected so as to complete a 'spectrum' (See base of slide).

The colours range from a set of rich earthy tones to an additional selection of vibrant colours.

Pantone® is a registered trademark.

* NB:
CMYK Values may need to be adjusted depending on the specific material or substrate being used. Printers, especially digital, may vary in finished colour. Always use the Pantone codes as a reference.

EXAMPLES OF CURRENT SIGNAGES

Items 1 – 5 and 7



8 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’

9 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.

10 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		1	
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)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

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

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

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

TENDER NO. 6G/2022/23 : SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE
DESCRIPTION: COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

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. 6G/2022/23 : SUPPLY, DELIVERY AND INSTALLATION OF SIGNAGE BOARDS FOR THE
DESCRIPTION: COMMUNITY SERVICES AND HEALTH DIRECTORATE, CITY OF CAPE TOWN

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

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

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by
supplier to be
true and
correct:

Date:

Verified by
CCT Project
Manager:

Date: