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 66

TENDER NO: 183S/2022/23

TENDER DESCRIPTION: APPOINTMENT OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT NOT EXCEEDING 30 JUNE 2026

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: **22 November 2022**

CLOSING TIME: **10:00 a.m.**

TENDER BOX NUMBER: **135**

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)	

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

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VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED:	:	**21 October 2022**
SITE VISIT/CLARIFICATION MEETING	:	**Friday 04th November 2022 at 10h00 a.m.** **(Not Compulsory, But Strongly Recommended)**
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	**Skype For Business** : **https://meet.capetown.gov.za/keikenametsi.ntaba/7S7S743T**
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO.: 183S/2022/23 – APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES** 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:** Nozipho Gwadiso **Email:** Nozipho.gwadiso@capetown.gov.za **Name:** Patrick Martius **Email:** Patrick.Martinus@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.The CCT intends to appoint a single tenderer per trade (the highest ranked tenderer ("the winner") and in addition an alternative tenderer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint any tenderers at all.

The City cannot guarantee any work to the Alternative Service Provider for the duration of the contract period. The Alternative Service Provider will be used should the main service provider not able to execute the services when they are requested to do so.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, 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 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 Eligibility Criteria

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

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures
Only those tenders that are compliant with the requirements below will be declared responsive:

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

2.2.1.1.3 Compulsory clarification meeting (Not Applicable – see general tender information)

2.2.1.1.4 Mandatory requirements for this tender

1. Tenderers are required to provide current proof of accreditation (that is valid at the closing date of tender) as a service provider by a relevant **Quality Council for Trades and Occupations (QCTO)**QTCO or SETA to offer the applicable Apprenticeship Programme.

2. Tenderers are required to provide a certified list of the unit standards for the Apprenticeship Programme even if the Unit Standards form part of a formal qualification.

3. Assesors and mederators must be registered with National Artisan Moderation Body and/or with relevant SETA

   NB: Failure to provide such proof will deem the service provders non responsive.

2.2.1.1.5 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.

ACCREDITED APPRENTICESHIP

Evaluation Criteria : ACCREDITED APPRENTICESHIP		
CRITERIA:	**ALLOCATION**	**SCORE:**
Tenderer / Company Previous Experience of training interventions		
Tenderer (Training provider) experience in facilitation of projects/groups (in terms of the tender scope as defined in the Price Schedule Items and Tender Please note: **Schedule 15 A .1** must be fully completed	▪ 5 or more projects/groups of apprentices within the last 5 years = 30 points ▪ 4 Training individual trades within the last 5 years = 25 points ▪ 3 Training individual trades within the last 5 years = 20 points ▪ 2 Training individual trades within the last 5 years = 15 points ▪ 1 Training individual trades within the last 5 years = 10 points ▪ No Training trades within the last 5 years = 0 points	30
Relevant Expertise of Facilitators		
(Facilitator Lead and Secondary experience relevant to the trade) **Please note: Schedule 15 A.2** must be completed, highlighting facilitation experience in training trades (as defined in the Price Schedule Items and Tender Specification	• 9 or more years' Lead and Secondary Facilitator experience relevant to the trade = 15 points • 7 – 8 years' Lead and Secondary Facilitator experience relevant to the trade = 10 points 5 - 6 years' Lead and Secondary Facilitator experience relevant to the trade= 8 points 3 - 4 years' Lead and Secondary Facilitator experience relevant to the trade= 5 points • Less than 3 years' Lead and Secondary Facilitator experience relevant to the trade = 0 points	40
Interpretation of the Brief		
Proposal meets all needs as detailed in the specifications. Detailed proposal,daily programme outline and workplace assignment	Detailed proposal and outline of the programme(s) provided. Items to be rated: 1. Training programme (week) example. 2. Example of entire module's content. 3. Assessment example and process.	30

provided and an example of module of learner workbook included into tender submission for perusal. Learning material is aligned to the requested learning outcomes	4. Accommodating various intakes. All 4 items = 30 • 3 items = 20 • 2 items = 10 • 1 item = 5 • 0 item = 0	
Total		**100 Points**

Kindly ensure that at least 2 facilitators (1 lead facilitator and 1 alternate) are allocated to each learning trade so as to ensure sustainability of the project.

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.

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

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive. The minimum qualifying score for functionality is **70** out of a maximum of **100**

NATED STUDIES

EVALUATION CRITERIA : NATED STUDIES		
CRITERIA:	**ALLOCATION**	**SCORE:**
Tenderer / Company Previous Experience of training interventions		
Tenderer (Training provider) experience in facilitation of Nated N2 subjects (in terms of the tender scope as defined in the Price Schedule Items and Tender Please note: **Schedule 15 B .1** must be fully completed	▪ 5 or more years experience in training Nated N2 subjects as per trade = 40 points ▪ 4 years experience in training Nated N2 subjects as per trade = 30 points ▪ 3 years experience in training Nated N2 subjects as per trade = 20 points ▪ 2 years experience in training Nated N2 subjects as per trade = 10 points ▪ 1 years experience in training Nated N2 subjects as per trade = 5 points ▪ Less than one year experience in training Nated N2 subjects as per trade = 0 points Note : Evidence must be supplied of all 4 Nated subjects per trade as listed in tender.	40

Relevant Expertise of Facilitators		
(Facilitator experience relevant to the Nated Subject) **Please note: Schedule 15 B.2** must be completed, highlighting facilitation experience in training Nated Subjects (as defined in the Price Schedule Items and Tender Specification	• 9 or more years Facilitator experience relevant to the Nated N2 Subject as per trade = 40 points • 7 – 8 years' of Facilitator experience relevant to the Nated N2 Subject as per trade = 30 points • 5- 6 years' of Facilitator experience relevant to the Nated N2 Subject as per trade = 20 points 3- 4 years' of Facilitator experience relevant to the Nated N2 Subject as per trade = 10 points • Less than 3 years' Facilitator experience relevant to the Nated N2 Subject as per trade = 0 points	40
Interpretation of the Brief		
Proposal meets all needs as detailed in the specifications. Detailed proposal,daily programme outline and workplace assignment provided and an example of module of learner workbook included into tender submission for perusal. Learning material is aligned to the requested learning outcomes	Detailed proposal and outline of the programme(s) provided. Items to be rated: 1. Training programme per trimester example. 2. Example of entire subjects content for the 4 subjects per trade. 3. Assessment example and process. 4. Accommodating various intakes during a year.. All 4 items = 30 • 3 items = 20 • 2 items = 10 • 1 item = 5 • 0 item = 0	20
Total		**100 Points**

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Kindly ensure that at least 2 facilitators (1 lead facilitator and 1 alternate) are allocated to each learning Nated Subject so as to ensure sustainability of the project. For Scoring purposes the average years experience for both facilitators will be taken.

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.

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

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive. The minimum qualifying score for functionality is **70** out of a maximum of **100**

2.2.1.1.5 Local production and content

Not Applicable

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Provision of samples of at least 1 module of learning material for both accredited trade and naded subject respectively must be provided with the Tender submission.

Failure to provide the required samples will deem a bidder non-responsive.

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.

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment 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 Practice (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 subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:
a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

2.3.10.1.2 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
d. based on published indices relevant during the 12 months prior to the closing date of tenders.
e. 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).
f. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
g. 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 estimated quantities.

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

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

2.3.10.3.4 Applicable formula:

the 80/20 preference point system will apply to this tender

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$N_T = Ps + N_P$

Where: Ps is the number of points scored for price;
Np is the number of points scored for preference.

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 183S/2022/23

TENDER DESCRIPTION: APPOINTMENT OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT 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?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐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? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 183S/2022/23 – APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES

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)

INITIALS OF CITY OFFICIALS		
1	2	3

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

_____
Date

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 183S/2022/23 – APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES

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.

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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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. . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the 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

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 The successful tenderer is required to provide all interventions listed below.

5.9 The tender will be awarded to main and alternative per trade.
The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

5.10 Tenderers are required to provide the price per person, per day. The price for each item is to include facilitation of training, provision of training equipment and learning materials, assessment and moderation (where applicable), re-assessment of NYC (Not Yet Competent) learners,

(5) PRICE SCHEDULE

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"

Trade 1: Motorcyle Mechanic

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 2: Carpenter

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 3: Diesel Mechanic

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R

1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 4: Air Air-conditioning and Refrigeration Mechanic

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 5: Welder

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 6: Plumber

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of	**Per person per**	R	R	R

	apprenticeship programme/Training	**day**			
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 7: Fitter and Turner

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 8: Boilermaker

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 9: Automotive Motor Mechanic

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 10: Mechanical Fitter

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 11: Diesel Fitter

Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace	**Per person**	R	R	R

	Experience Logbook				
1.9	Rate for administration fee	**Per person**	R	R	R

Trade 12: Heavy Equipment Mechanic

Item No	**Description**		**Year 1**	**Year 2**	**Year 3**
Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per medical assessment	**Per person**	R	R	R
1.2	Rate for Facilitation of apprenticeship programme/Training	**Per person per day**	R	R	R
1.3	Rate per trade test readiness assessment	**Per person**	R	R	R
1.4	Rate per trade test preparation	**Per person per day**	R	R	R
1.5	Rate per trade test	**Per person**	R	R	R
1.6	Rate per trade test: Credit Test	**Per person**	R	R	R
1.7	Rate for fully equipped toolbox as per required specification	**Per person**	R	R	R
1.8	Rate per Workplace Experience Logbook	**Per person**	R	R	R
1.9	Rate for administration fee	**Per person**	R	R	R

Nated Studies

Item No	**Description**		**Year 1**	**Year 2**	**Year 3**
Trade Programme in accordance to the Specification (Items)					
Item No	**Description**	**Unit**	**Year 1**	**Year 2**	**Year 3**
1.1	Rate per N2 for Motorcycle mechanic	**Per person**	R	R	R
1.2	Rate per N2 for Carpenter	**Per person**	R	R	R
1.3	Rate per N2 for Diesel Mechanic	**Per person**	R	R	R
1.4	Rate per N2 for Air Conditioning and Refrigeration Mechanic	**Per person per day**	R	R	R
1.5	Rate per N2 for Welder	**Per person**	R	R	R
1.6	Rate per N2 for Plumbing	**Per person**	R	R	R
1.7	Rate per N2 for Fitter and Turner	**Per person**	R	R	R
1.8	Rate per N2 for Boilermaker				
1.9	Rate per N2 for Automotive Motor Mechanic				
1.10	Rate per N2 for Mechanical Fitter				
1.11	Rate per N2 for Diesel Fitter				
1.12	Rate per N2 for Heavy Equipment- Mechanic				
1.13	Rate for administration fee	**Per person**	R	R	R
1.14	Rate for Provision of training material, textbooks and past exam papers Mathematics N2	**Per person**	R	R	R
1.15	Rate for Provision of training material, textbooks and past exam papers Engineering Science N2	**Per person**	R	R	R
1.16	Rate for Provision of training material, textbooks and past exam papers Engineering Drawing N2	**Per person**	R	R	R

1.17	Rate for Provision of training material, textbooks and past exam papers Motor Trade Theory N2	**Per person**	R	R	R
1.18	Rate for Provision of training material, textbooks and past exam papers Building Science N2	**Per person**	R	R	R
1.19	Rate for Provision of training material, textbooks and past exam papers Building Drawings N2	**Per person**	R	R	R
1.20	Rate for Provision of training material, textbooks and past exam papers Carpentry and Roofing N2	**Per person**	R	R	R
1.21	Rate for Provision of training material, textbooks and past exam papers Diesel Trade Theory N2	**Per person**	R	R	R
1.22	Rate for Provision of training material, textbooks and past exam papers Industrial Electronics N2	**Per person**	R	R	R
1.23	Rate for Provision of training material, textbooks and past exam papers Air Conditioning & Refrigeration Theory N2	**Per person**	R	R	R
1.24	Rate for Provision of training material, textbooks and past exam papers Plating and Structural Steel Drawing N2	**Per person**	R	R	R
1.25	Rate for Provision of training material, textbooks and past exam papers Welders Trade Theory N2	**Per person**	R	R	R
1.26	Rate for Provision of training material, textbooks and past exam papers Plumbing Theory N2	**Per person**	R	R	R
1.27	Rate for Provision of training material, textbooks and past exam papers Fitting and Turning N2	**Per person**	R	R	R
1.28	Rate for Provision of training material, textbooks and past exam papers Platers' theory N2	**Per person**	R	R	R
1.29	Rate for Provision of training material, textbooks and past exam papers Motor Trade Theory N2	**Per person**	R	R	R
1.30	Rate for Provision of training material, textbooks and past exam papers Fitting and Machining N2	**Per person**	R	R	R
1.31	Rate for re-examination per subject	**Per person**	R	R	R

(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: Date
On behalf of the tenderer (duly authorised)

Schedule 3: Preference Schedule

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

---

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	**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		NO	

8.1.1 If yes, indicate:

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

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:……..

9.2 VAT registration number:……

9.3 Company registration number:……..

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……

Registered Account Number: …….

Stand Number:……..

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

industries

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

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], 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:……...
   .2 Identity Number:……

   3.3 Position occupied in the Company (director, trustee, shareholder[2])……

   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: Date
On behalf of the tenderer (duly authorised)

[1]MSCM Regulations: "in the service of the state" means to be –

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

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO	

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

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

2.1 any inducement or reward to the 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 0f 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	**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?** (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 *audi alteram partem* rule was applied). **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.**	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	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? **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.**	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	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?	Yes ☐	No ☐

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 ☐	No ☐
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 ☐	No ☐
2.7.1	If so, furnish particulars:		

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

_____ _____

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and

b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

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

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

_____ _____

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

Date

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

NOT APPLICABLE – rates are fixed for the contract period – refer rates for year 1, 2 and 3 to be provided in the Pricing Schedule

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this **Tender No: 183S/2022/23 – APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

_____ _____

Signature **Date**

_____

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

NOT APPLICABLE

Schedule 11: Price Basis for Imported Resources

NOT APPLICABLE

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

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 No: 183S/2022/23**

TENDER DESCRIPTION: APPOINTMENT OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP

The following information shall be provided with the Tender:

SCHEDULE 15 A.1 APPRENTICESHIP

Description of Intervention provided (Please specify)	**Name of the organisation/company name**	**Contact Details & E-mail**	**Start date – End date within the last 5 years (Please month and year)**

Please note: Please attach additional page with tender submission should more space be required

SIGNED ON BEHALF OF TENDERER: . . . . .

. . . . . .

SCHEDULE 15 A 2.: RELEVANT EXPERIENCE OF THE FACILITATORS

Proof of registration to be attached and submitted with the tender/ upon request.

Kindly ensure that at least 2 facilitators (1 lead facilitator and 1 alternate) are allocated to each learning trade so as to ensure sustainability of the project.

CURRICULUM VITAE TEMPLATE

Surname: _____ First Name/s: _____

Tel No.: _____ Cell No.: _____

E-mail: _____

Qualifications

(Commence with highest qualification completed)

Name of Qualification: _____

Institution: _____ Year Completed: _____

Name of Qualification: _____

Institution: _____ Year Completed: _____

Name of Qualification: _____

Institution: _____ Year Completed: _____

Relevant Experience as a Facilitator of Learning Trade

(commence with most recent experience)

Name of Organisation: _____

Position Held: _____

Commencement Date: _____ Date of Termination: _____

Name of Course/s Facilitated _____

_____

_____

Duration of Course/s: _____ Target Group/s: _____

Reference Name: _____ Reference Contact _____

Name of Organisation: _____

Position Held: _____

Commencement Date: _____ Date of Termination: _____

Name of Course/s Facilitated: _____

_____

Duration of Course/s: _____ Target Group/s: _____

Reference Name: _____ Reference Contact _____

Name of Organisation: _____

Position Held: _____

Commencement Date: _____ Date of Termination: _____

Name of Course/s Facilitated: _____

Reference Name: _____ Reference No.: Contact _____

Allocation to Interventions as described in Specifications

Clearly identify which interventions you propose to facilitate, and indicate if you are the Lead or Alternate Facilitator. Calculate total number of years' experience for each intervention.

Learning Trade Name	Lead Facilitator *tick if applicable	Alternate Facilitator *tick if applicable	Total # Years' Experience Facilitating Same/Similar Intervention
Motorcycle Mechanic			
Carpenter			
Diesel Mechanic			
Air-Cconditioning and Refrigiration Mechanic			
Welder			
Plumber			
Fitter and Turner			
Boilermaker			
Automotive Motor Mechanic			
Mechanical Fitter			
Diesel Fitter			
Heavy Equipment Mechanic			

Additional Information

Please note: Attach additional page with tender submission should more space be required
Please attach information required pataining to interpretation of the brief as indicated in the functionality indicated in this tender document

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

SCHEDULE 15 B.1 NATED STUDIES

Description of Intervention provided (Please specify)	**Name of the organisation/company name**	**Contact Details & E-mail**	**Start date – End date within the last 5 years (Please month and year)**

Please note: Please attach additional page with tender submission should more space be required

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

SCHEDULE 15 B 2.: RELEVANT EXPERIENCE OF THE FACILITATORS NATED SUBJECTS

Proof of registration to be attached and submitted with the tender/ upon request.

Kindly ensure that at least 2 facilitators (1 lead facilitator and 1 alternate) are allocated to each nated subjects so as to ensure sustainability of the project.

CURRICULUM VITAE TEMPLATE

Surname: _____ First Name/s: _____

Tel No.: _____ Cell No.: _____

E-mail: _____

Qualifications

(Commence with highest qualification completed)

Name of Qualification: _____

Institution: _____ Year Completed: _____

Name of Qualification: _____

Institution: _____ Year Completed: _____

Name of Qualification: _____

Institution: _____ Year Completed: _____

Relevant Experience as a Facilitator of Subjects

(commence with most recent experience)

Name of Organisation: _____

Position Held: _____

Commencement Date: _____ Date of Termination: _____

Name of Subject/s Facilitated _____

_____

_____

Duration of Course/s: _____ Target Group/s: _____

Reference Name: _____ Reference Contact _____

Name of Organisation: _____

Position Held: _____

Commencement Date: _____ Date of Termination: _____

Name of Subject/s Facilitated: _____

_____

Duration of Subject/s: _____ Target Group/s: _____

Reference Name: _____ Reference Contact _____

Name of Organisation: _____

Position Held: _____

Commencement Date: _____ Date of Termination: _____

Name of Subject/s Facilitated: _____

Reference Name: _____ Reference No.: Contact _____

Allocation to Interventions as described in Specifications

Clearly identify which interventions you propose to facilitate, and indicate if you are the Lead or Alternate Facilitator. Calculate total number of years' experience for each intervention.

Nated Subject Name	Lead Facilitator *tick if applicable	Alternate Facilitator *tick if applicable	Total # Years' Experience Facilitating Same/Similar Intervention
Mathematics N2			
Engineering Science N2			
Engineering Drawing N2			
Motor Trade Theory N2			
Building Science N2			
Building Drawing N2			
Carpentry and Roofing			
Diesel Trade Theory N2			
Industrial Electronics N2			
Air Conditioning & Refrigeration Trade Theory N2			
Plating and Structural Steel Drawing N2			
Welders Trade Theory N2			
Plumbing Theory N2			
Fitting and Turning N2			
Platers' theory N2			
Motor Trade Theory N2			
Fitting and Machining N2			

Additional Information

Please note: Attach additional page with tender submission should more space be required
Please attach information required pataining to interpretation of the brief as indicated in the functionality indicated in this tender document

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

TENDER NO: 183S/2022/23

TENDER DESCRIPTION: APPOINTMENT OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT 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. <u>General Obligations</u>

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

3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

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

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

3.5 The **supplier** shall:

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

a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
c) Initial delivery programme
d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

7. Performance Security

'Not Applicable. 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).

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 the duration of the contract period 0 months.

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:

Not applicable to this contract, Pricing will be fixed for the 3-year contract period, as indicted in the Pricing Schedule

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported**

Resources" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if 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 relive 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:

The penalty for this contract shall be applied for the following items:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods and/or services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a 5% penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

- The service provider penalty of monthly training report and registers would be 5% of the total purchase orders for the month. No such penalties shall exceed 20% of the value of the P/O concerned.
- The timeframes for documentation submission would be agreed upon on contract commencement.

The penalty for this contract shall be: The City will not render payment for services or functions not performed. The City;'s penalty equates to non-payment for services not rendered and follow the recourse as determined by the GCC 2010, Supplier Default for poor/non performance with potential termination of the contract with the main tenderer for poor service delivery.

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** relaying 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. <u>Termination for insolvency</u>

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.

36.1 Provision of venue: The successful training provider will be responsible for the provision of an acceptable, aesthetic venue within the Cape metropolitan area, preferably in a central location/s within a 15-20 kilometre radius of the Bellville, Parow, Goodwood and Athlone areas. Note that the venue needs to be available within 30 days of the contract award.

The project manager will inspect the proposed venue in order to evaluate the suitability thereof following the awarding of the tender in accordance with the following CCT standards and criteria:

- must be suitable for training purposes;
- must consist of at least one room which can comfortably fit 21 people (including delegates and facilitator/s);
- must accommodate appropriate social distancing in terms of Covid-19 protocols;
- should accommodate comfortable seating at tables which can be arranged in various configurations as per the training methodology;

- must be equipped with a fitted, working screen and data projector, preferably attached to a sound system (if required);
- must be equipped with a working air conditioner/s;
- must be clean and light (natural lighting as well as working electrical lights);
- must be accessible for persons with disabilities;
- must have clean, fresh smelling and working toilet facilities in close proximity to the training room, but not directly adjacent to the room;
- must provide at least two cubicles per gender;
- must provide a separate eating facility which facilitates discussion over a meal;
- Safe parking facilities are to be provided within close proximity (approximately 200m) of the training venue; and
- Any parking costs incurred will be for the training provider's account, i.e. free parking for all delegates.

No change to the agreed upon venue will be allowed without the prior approval of the Project Manager.

36.2 Printing and Equipment: Provider is responsible for all training equipment such as a data projector, laptop, speakers, etc. and other consumables e.g. flipchart paper, khoki's, name tags, etc. The successful service provider will be required to provide bound hard copies of the learner workbooks for each delegate for classroom training.

37 **Protection of personal information**

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and
which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 14 October 2021) approved for issue of contract guarantees to the City:

National Banks:
ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):
Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:
ABSA Insurance
Coface s.a.
Compass Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……..……. ,
(Supplier/Mandatary/Company/CC Name)

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

I, ……..……..……. , representing

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

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

COID ACT Registration Number: ……..

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

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

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

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

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

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

_____ _____
Witness **Mandatary**

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

_____ _____
Witness for and on behalf of
City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO: 183S/2022/23

TENDER DESCRIPTION: APPOINTMENT OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP

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)

1. BACKGROUND INFORMATION

The Apprenticeship Programme has become an integral part of the development of the City of Cape Town communities. The programme consists of theoretical and practical training City of Cape Town annually submits a Workplace Skills Plan (WSP) to the Local Government Sector Education and Training Authority (LGSETA). Each directorate and department conducts a training needs analysis and thereafter prioritises training interventions for implementation within the financial year. In an effort to ensure a Well Run City as reflected in the Integrated Development Plan's (IDP) fifth strategic pillar, and to avoid procurement duplications and delays, the City has decided to advertise this tender, and intends to award the tender to various providers for the duration of the tender period **(Date of commencement is 1 July 2023).**

2. TENDER SPECIFICATIONS

SPECIFICATION(S)			
Directorate	Various Directorates		
Department	Various Departments		
Contact Persons	Nozipho Gwadiso, Patrick Martinus		
E-mail	Nozipho.Gwadiso@capetown.gov.za Patrick.Matinus@capetown.gov.za		
Details of Learning Intervention Required			
Name of Interventions	Various as per table below		
Target Audience	Unemployed youth between the ages of 18-35 (18.2) & EPWP		
Duration of Course	As specified per intervention	**Daily Course Times**	Between 07h30 – 16h00 (service level agreement**)**
Minimum No. of delegates per group	**10**	**Maximum No. of delegates per group**	**20**
Approx. No. of groups	Demand driven		

1. Apprenticeships Training

This tender calls for trades at various NQF levels and of various duration, as described in the table below. Training is to be aligned to the proposed unit standards and learning outcomes listed.

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
1	Motorcycle Mechanic	4	97591	Curriculum Code:653103000 Knowledge Modules: • 653103000-KM-01, Workplace fundamentals, at NQF Level 2, Credits 9. • 653103000-KM-02, Foundational concepts for mechanics, at NQF Level 2, Credits 14. • 653103000-KM-03, Vehicle and equipment fundamentals, at NQF Level 2, Credits 8. • 653103000-KM-04, Basic engine systems, at NQF Level 2, Credits 8.	540

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• 653103000-KM-05, Vehicle, equipment and propulsion systems, at NQF Level 3, Credits 13. • 653103000-KM-06, Electrical systems and basic electronic, hydraulic and pneumatic principles, at NQF Level 3, Credits 16. • 653103000-KM-07, Advanced vehicle and equipment systems, at NQF Level 4, Credits 30. • 653103000-KM-08, Problem solving and engine optimisation, at NQF Level 4, Credits 10. Total number of Credits for Knowledge Modules: 108. Practical Skill Modules: • 653103000-PM-01, Work safely and respond to emergencies, at NQF Level 2, Credits 6. • 653103000-PM-02, Use tools and equipment, at NQF Level 2, Credits 10. • 653103000-PM-03, Cut and join metals, at NQF Level 2, Credits 6. • 653103000-PM-04, Remove and install mechanical components (gaskets, seals, bearings and locking devices), at NQF Level 2, Credits 6. • 653103000-PM-05, Work with electric and electronic components, at NQF Level 2, Credits 4. • 653103000-PM-06, Work with fluid power components, at NQF Level 2, Credits 4. • 653103000-PM-07, Maintain and service motorcycles and motorcycle components, NQF Level 2, Credits 6. • 653103000-PM-08, Dismantle, assess and reassemble motorcycle and scooter engines and associated systems, at NQF Level 3, Credits 10. • 653103000-PM-09, Dismantle, assess and reassemble motorcycle sub-assemblies, at NQF Level 3, Credits 6. • 653103000-PM-10, Remove, test, repair and refit motorcycle and scooter engine components, at NQF Level 3, Credits 8. • 653103000-PM-11, Diagnose and repair motorcycle and scooter engine and related systems, at NQF Level 4, Credits 18. • 653103000-PM-12, Diagnose and repair electrical systems, at NQF Level 4, Credits 18. • 653103000-PM-13, Diagnose and repair electronic motorcycle systems, at NQF Level 4, Credits 18. Total number of Credits for Practical Skill Modules: 120.	

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
2	Carpenter	4	94022	Currriculum Code: 641502000 Knowledge Modules • 641502000-KM-01, Health, Safety, Quality and Legislation, NQF Level 3, 10 Credits. • 641502000-KM-02, Environment, Energy Efficiency and Ethics NQF Level 4, 5 Credits. • 641502000-KM-03, Tools, Equipment, Materials and Workshop Practice, NQF Level 3, 20 Credits. • 641502000-KM-04, Drawings and Applied Sciences, NQF Level 4, 10 Credits. • 641502000-KM-05, Industry Contexts, NQF Level 3, 5 Credits. • 641502000-KM-06, Communication Theory, NQF Level 3, 5 Credits. • 641502000KM-07, Carpentry Formwork and cutting, NQF Level 4, 5 Credits. • 641502000KM-08, Shoring trenches/excavations, NQF Level 4, 4 Credits. • 641502000KM-09, Roofing, NQF Level 4, 3 Credits. • 641502000KM-10, Partitioning/ceiling, NQF Level 4, 2 Credits. • 641502000KM-11, Carpentry finishing, NQF Level 4, 3 Credits. Total number of credits for Knowledge Modules: 72 Credits. Practical Skill Modules: • 641502000-PM-01, Set out work area, NQF Level 4, 18 Credits. • 641502000-KM-02, Cut materials according to specifications using hand and power tools, NQF Level 3, 12 Credits. • 641502000-KM-03, Install structures, NQF Level 4, 16 Credits. • 641502000-KM-04, Fabricate erect and strip steel and timber formwork, NQF Level 4, 18 Credits. • 641502000-KM-05, Prepare and erect ceilings, roof trusses, partitions and panelling, NQF Level 3, 15 Credits. • 641502000-KM-06, Clad roof structures, NQF Level 3, 14 Credits. • 641502000-KM-07, Finish carpentry activities, NQF Level 3, 15 Credits. Total number of credits for Practical Skill Modules: 108 Credits.	360
3	Diesel Mechanic	4	117237	Curriculum Code: 653306000 Knowledge Modules: • 653306000-KM-01, Workplace fundamentals, at NQF Level 2, Credits 9. • 653306000-KM-02, Foundational concepts for mechanics, at NQF Level 2, Credits 14. • 653306000-KM-03, Vehicle and equipment fundamentals, at NQF Level 2, Credits 8. • 653306000-KM-04, Basic engine systems, at NQF Level 2, Credits 8. • 653306000-KM-05, Vehicle, equipment and	544

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				propulsion systems, at NQF Level 3, Credits 13. • 653306000-KM-06, Electrical systems and basic electronic, hydraulic and pneumatic principles, at NQF Level 3, Credits 16. • 653306000-KM-07, Advanced vehicle and equipment systems, at NQF Level 4, Credits 30. • 653306000-KM-08, Problem solving and engine optimisation, at NQF Level 4, Credits 10. Total number of credits for Knowledge Modules: 108 Credits Practical Skill Modules: • 653306000-PM-01, Work safely and respond to emergencies, at NQF Level 2, Credits 6. • 653306000-PM-02, Use tools and equipment, at NQF Level 2, Credits 20. • 653306000-PM-03, Cut and join metals, at NQF Level 2, Credits 5. • 653306000-PM-04, Remove and install mechanical components (gaskets, seals, bearings and locking devices), at NQF Level 2, Credits 6. • 653306000-PM-05, Work with auto-electric and auto-electronic components, at NQF Level 2, Credits 2. • 653306000-PM-06, Work with fluid power components, at NQF Level 2, Credits 2. • 653306000-PM-07, Maintain and service vehicles and vehicle components, at NQF Level 2, Credits 5. • 653306000-PM-08, Dismantle, assess and reassemble engines and engine sub-assemblies, at NQF Level 3, Credits 24. • 653306000-PM-09, Dismantle, assess and reassemble vehicle sub-assemblies, at NQF Level 3, Credits 20. • 653306000-PM-10, Remove, test, repair and refit engines and vehicle components, at NQF Level 3, Credits 15. • 653306000-PM-11, Diagnose and repair vehicle systems, at NQF Level 4, Credits 30. • 653306000-PM-12, Diagnose and repair electrical systems, at NQF Level 4, Credits 12. • 653306000-PM-13, Diagnose and repair electronically controlled vehicle systems, at NQF Level 4, Credits 15. Total number of credits for Practical Modules: 162 Credits.	

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
4	Air-conditioning and Refrigeration Mechanic	4	103277	Curriculum Code: 642701000 Knowledge Modules • 642701000-KM-01, Introduction to the refrigeration trade, NQF Level 2, Credits 3 • 642701000-KM-02, Health and Safety Requirements related to the Refrigeration Mechanic Trade, NQF Level 2, Credits 3 • 642701000-KM-03, Scaffolding, working at heights, fall arrest systems and ladders, NQF Level 2, Credits 16 • 642701000-KM-04, Trade related and engineering tools and instruments, NQF Level 2, Credits 3 • 642701000-KM-05, Thermodynamics, NQF level 2, Credits 2 • 642701000-KM-06, Components and accessories of a refrigeration system, NQF Level 2, Credits 2 • 642701000-KM-07, Refrigeration materials and piping, NQF Level 2, Credits 2 • 642701000-KM-08, Installation of duct work and components, NQF Level 2, Credits 2 • 642701000-KM-09, Handling of refrigerants, NQF Level 2, Credits 2 • 642701000-KM-10, Fundamentals of electricity related to air conditioning and refrigeration systems, NQF level 2, Credits 3 • 642701000-KM-11, Evacuation of a refrigeration system, NQF Level 2, Credits 2 • 642701000-KM-12, Maintenance of Refrigeration and Air Conditioning systems, NQF Level 2, Credits 2 • 642701000-KM-13, Maintenance of air filtration systems, NQF Level 2, Credits 2 • 642701000-KM-14, Refrigerants and lubricants, NQF Level 2, Credits 2 • 642701000-KM-15, Understanding corrosion and corrosion protection, NQF Level 2, Credits 2 • 642701000-KM-16, Fixing methods, NQF Level 2, Credits 2 • 642701000-KM-17, Engineering drawings, NQF Level 3, Credits 3 • 642701000-KM-18, Ventilation, NQF Level 3, Credits 2 • 642701000-KM-19, Air conditioning systems applicable to vehicles, NQF Level 3, Credits 2 • 642701000-KM-20, Moving, assembly, de-commissioning and dismantling of air conditioning and refrigeration equipment, NQF Level 3, Credits 3 • 642701000-KM-21, Key-ways and locking devices, bearings, drives and couplings, NQF Level 3, Credits 2 • 642701000-KM-22, Fundamentals of basic psychrometrics and elementary air flow measurements and calculations, NQF Level 3, Credits 2	637

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• 642701000-KM-23, Gas welding, brazing and cutting within the refrigeration industry, NQF Level 3, Credits 2 • 642701000-KM-24, Water reticulation systems, NQF Level 3, Credits 2 • 642701000-KM-25, Evaporative cooling, NQF Level 3, Credits 2 • 642701000-KM-26, Charging the refrigeration system, NQF Level 3, Credits 2 • 642701000-KM-27, Various refrigeration systems and components, NQF Level 4, Credits 5 • 642701000-KM-28, Controls and safety devices, NQF Level 4, Credits 5 • 642701000-KM-29, Application of psychrometrics, temperature, humidity, specific volume, specific density, enthalpy and calculations, NQF Level 4, Credits 3 • 642701000-KM-30, Mollier Diagrams (Pressure enthalpy diagram), NQF Level 4, Credits 5 • 642701000-KM-31, Heat load calculations, NQF Level 4, Credits 5 • 642701000-KM-32, Electrical aspects of Air Conditioning and Refrigeration, NQF Level 4, Credits 25 • 642701000-KM-33, Commissioning, NQF Level 4, Credits 5 • 642701000-KM-34, Ducting, NQF Level 4, Credits 5 • 642701000-KM-35, Types of air conditioning systems, NQF Level 4, Credits 5 • 642701000-KM-36, Fault finding, NQF Level 4, Credits 5 • 642701000-KM-37, Contaminated system, NQF Level 4, Credits 5 • 642701000-KM-38, Refurbishment of Refrigeration Equipment , NQF Level 4, Credits 10 • 642701000-KM-39, Manual Metal Arc (MMA), MIG and TIG welding process within the air conditioning and refrigeration industry, NQF Level 4, Credits 5 • 642701000-KM-40, Building Management Systems applicable to Air Conditioning systems, NQF Level 4, Credits 4 • 642701000-KM-41, Advanced Evaporative Cooling Concepts, NQF Level 5, Credits 5 • 642701000-KM-42, Inspection and evaluation of the conformance of refrigeration equipment, NQF Level 5, Credits 5 Total number of credits for Knowledge Modules: 174	

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				Practical Skills Modules • 642701000-PM-01, Pressure test the refrigeration system, NQF Level 2, Credits 2 • 642701000-PM-02, Erect scaffolding, assemble fall prevention systems, safe use ladders and erect aluminium towers, NQF Level 2 Credits 28 • 642701000-PM-03, Evacuate the refrigeration system, NQF Level 2, Credits 2 • 642701000-PM-04, Charge the refrigeration system, NQF Level 2, Credits 2 • 642701000-PM-05, Recover refrigerants from a refrigeration system, NQF Level 2, Credits 2 • 642701000-PM-06, Braze refrigerant tubing and components, NQF Level 2, Credits 2 • 642701000-PM-07, Cut, gas weld and braze refrigeration systems and structures, NQF Level 2, Credits 2 • 642701000-PM-08, Manufacture a work-piece incidental to the trade, NQF level 2, Credits 3 • 642701000-KM-09, Apply corrosion protection methodologies, NQF Level 2, Credits 2 • 642701000-PM-10, Install a unitary air conditioning system, NQF Level 2, Credits 2 • 642701000-PM-11, Install, commission, maintain, fault find, repair an evaporative cooling system, NQF Level 2, Credits 2ractical Skills Modules • 642701000-PM-12, Identify, select and use fixing methods for various types of applications used within the air conditioning and refrigeration industry, NQF Level 2 Credits 2 • 642701000-PM-13, Identify, select and use electrical tools and instruments, read, interpret and construct electrical and electronic circuits, NQF Level 2, Credits 3 • 642701000-PM-14, Install refrigeration	

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				materials and pipe work, NQF Level 2, Credits 2 • 642701000-PM-15, Plan for a project, NQF Level 3 Credits 2 • 642701000-PM-16, Commission a unitary air conditioning system, NQF Level 3, Credits 2 • 642701000-PM-17, Install, repair and maintain vehicle/ mobile air conditioning system, NQF Level 3, Credits 3 • 642701000-PM-18, Perform work activities on key-ways and locking devices, bearings, drives and couplings, Level 3, Credits 3 • 642701000-PM-19, Install water reticulation equipment and systems, NQF Level 3, Credits 3 • 642701000-PM-20, Commission a domestic and light commercial refrigeration system, NQF Level 3, Credits 2 • 642701000-PM-21, Calculate heat load, NQF Level 04, Credits 3 • 642701000-PM-22, Install ducting, NQF Level 4, Credits 10 • 642701000-PM-23, Commission commercial air conditioning systems and equipment, NQF Level 4, Credits 15 • 642701000-PM-24, Move, assemble and dismantle air conditioning and refrigeration systems, NQF Level 4, Credits 10 • 642702000-PM-25, Perform fillet welds using the Shielded Metal Arc, MIG and TIG Welding process for refrigeration applications, NQF Level 4, Credits 5 • 642701000-PM-26, Construct electrical and electronic circuits, NQF Level 4, Credits 25 • 642701000-PM-27, Maintain an air conditioning system, NQF Level 4, Credits 3 • 642701000-PM-28, Refurbish air conditioning and refrigeration equipment ,NQF Level 4, Credits 15 • 642701000-PM-29, Commission an industrial air conditioning system, NQF Level 5, Credits 10	

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• 642701000-PM-30, Design and select evaporative cooling systems, NQF Level 5, Credits 10 • 642701000-PM-31, Analyse a system using a Mollier Diagram, NQF Level 5, Credits 5 • 642701000-PM-32, Inspect and evaluate the conformance of refrigeration equipment, NQF Level 5, Credits 5 Total number of credits for Practical Skill Modules: 187	
5	Welder	4	94100	Curricullum Code: 651202000 Knowledge Modules: • 651202000-KM-01: Introduction to the welding trade, NQF Level 2 (2 credits) • 651202000-KM-02: Occupational Safety, Health and Environmental Protection, NQF • Level 2 (4 credits) • 651202000-KM-03: Welding schematics, calculations, welds and welded joints, NQF • Level 2 (6 credits) • 651202000-KM-04: Weld imperfections, NQF Level 2 (2 credits) • 651202000-KM-05: Cutting and gouging, NQF Level 2 (2 credits) • 651202000-KM-06: Welding consumable classification and handling, NQF Level 2 (4 • credits) • 651202000-KM-07: Metals and weldability of metals, NQF Level 3 (8 credits) • 651202000-KM-08: Fusion welding, NQF Level 3 (6 credits) • 651202000-KM-09: Arc welding, NQF Level 3 (8 credits) • 651202000-KM-10: Gas welding and cutting, NQF Level 3 (4 credits) • 651202000-KM-11: Welding codes, standards and parameters, NQF Level 4 (6 credits) • 651202000-KM-12: Shrinkage, residual stress and distortion, NQF Level 4 (4 credits) • 651202000-KM-13: Manual Metal Arc (MMA) welding process, NQF Level 4 (7 credits) • 651202000-KM-14: The Metal Inert Gas/Metal Active Gas/Flux Cored Arc • (MIG/MAG/FCAW) welding process, NQF Level 7 (7 credits) • 651202000-KM-15: Manual Metal Arc (MMA) welding process, NQF Level 4 (7 credits) • 651202000-KM-16: Welding inspection and quality, NQF Level 4 (4 credits) Total number of credits for the Knowledge Modules:	373

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				81 (22%) Practical Skills Modules • 651202000-PM-01: Fabricate simple components or work pieces, NQF Level 2 (4) • 651202000-PM-02: Cut, gouge and gas weld material manually, NQF Level 2 (12) • 651202000-PM-03: Perform fillet welds using the Shielded Metal Arc Welding process, • NQF Level 3 (12) • 651202000-PM-04: Perform fillet welds using the Gas Metal Arc Welding process, NQF • Level 3 (12) • 651202000-PM-05: Perform fillet welds using the Gas Tungsten Arc Welding process, • NQF Level 3 (16) • 651202-PM-06: Perform plate butt welds using the Shielded Metal Arc Welding process, • NQF Level 4 (16) • 651202000-PM-07: Perform plate butt welds using the Gas Metal Arc Welding process, • NQF Level 4 (16) • 651202000-PM-08: Perform plate butt welds using the Gas Tungsten Arc Welding • process, NQF Level 4 (16) • 651202000-PM-09: Perform pipe welds using the Shielded Metal Arc Welding process, • NQF Level 4 (16) • 651202000-PM-10: Perform pipe welds using the Gas Metal Arc Welding process, NQF • Level 4 (16) • 651202000-PM-11: Perform pipe welds using the Gas Tungsten Arc Welding process, • NQF Level 4 (20) Total number of credits for the Practical Skills Modules: 140 (38%)	
6.	Plumber	4	91782	Curriculum Code: 642601000 Knowledge Modules: • 642601000-KM-01, Health, Safety, Quality and Legislation, NQF level 3, Cr 3 • 642601000-KM-02, Environment, Energy Efficiency and Ethics NQF level 4, Cr 5 • 642601000-KM-03, Tools, Equipment, Components and Site Practice, NQF level 3, Cr 3 • 642601000-KM-04, Drawings and Applied Sciences, NQF level 4, Cr 7 • 642601000-KM-05, Theory of Water and Drainage Excavation, NQF level 4, Cr 8 • 642601000-KM-06, Above and Below Ground Drainage Systems, NQF level 4, Cr 43	360

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• 642601000-KM-07, Sanitary ware, NQF level 4, Cr 4 • 642601000-KM-08, Hot and cold water systems, NQF level 4, Cr 18 • 642601000-KM-09, Installation and Maintenance Theory for Plumbing Systems, NQF level • 4, Cr 9 Total number of credits for Knowledge Modules: 100 Practical Skills Modules • 642601000-PM-01, Install, maintain and test above ground soil waste and vent • systems and sanitary ware appliances, L4, Cr 30 • 642601000-PM-02, Install, maintain and test below-ground drainage systems, L4, • Cr35 • 642601000-PM-03, Install, maintain and test cold water and hot water systems, L4, • Cr35 • 642601000-PM-04, Install, maintain and test rain water systems, L4, Cr30 Total number of credits for Practical Skill Modules: 130	
7	Fitter and Turner	4	94020	Curriculum Code: 652302000 Knowledge Modules: • Basic engineering theory, NQF Level 3, 32 Credits. • Fitting Theory, NQF Level 4, 38 Credits. • Machining Theory, NQF Level 4, 36 Credits. Total number of credits for Knowledge Modules: 106 Credits. Practical Skill Modules: • Fabricate simple components or work pieces using basic hand skills and hand tools, NQF Level 2, 6 Credits. • Fabricate components or work pieces using power tools or machinery, NQF Level 3, 6 Credits. • Dissemble, clean and inspect mechanical sub-assemblies, NQF Level 3, 6 Credits. • Replace components and assemble mechanical sub-assemblies and machines, NQF Level 3, 6 Credits. • Do fault finding on mechanical sub-assemblies and machines, NQF Level 4, 12 Credits. • Repair mechanical sub-assemblies and machines, NQF Level 4, 12 Credits. • Install and commission mechanical sub-assemblies and machines, NQF Level 4, 12 Credits. • Overhaul mechanical sub-assemblies and machines, NQF Level 4, 20 Credits. • Produce simple components by setting up and attending to the operation an engineering machine, NQF Level 2, 6 Credits.	548

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• Produce components of intermediate complexity by performing engineering machining operations, NQF Level 3, 12 Credits. • Perform complex machining operations, NQF Level 4, 24 Credits. Total number of credits for Practical Skills Modules: 122 Credits.	
8.	Boilermaker	4	93626	Curriculum Code: 651302000 Knowledge Modules: • 651302000-KM-01: Introduction to Boilermaker Trade – NQF level 4 (9) • 651302000-KM-02: Boilermaker Tools, Equipment, Machines and Materials – NQF level 4 (10) • 651302000-KM-03: Fabrication and Pipework – NQF level 4 (23) • 651302000-KM-04: Assembling and Joining – NQF level 4 (14) • 651302000-KM-05: Cutting and Welding – NQF level 4 (20) • 651302000-KM-06: Boilermaker's Drawings – NQF level 4 (9) Total number of credits for Knowledge Modules: 85 Practical Skill Modules: • 651302000-PM-01, Visualise structures and components and develop templates according to set tolerances and / or standards whilst applying safety measures. NQF Level 4, 18 Credits • 651302000-PM-02, Maintain and use tools, equipment and machinery., NQF Level 4, 15 Credits • 651302000-PM-03, Weld and gas cut components required for fabrication of a specific task such as metal pipes, construction and fabricated plate work and conduct visual and mechanical inspections for compliance with legal requirements., NQF Level 4, 28 Credits • 651302000-PM-04, Accurately manipulate and fabricate profiles and fabricate metal sections using heating and cold bending processes whilst applying safety measures. NQF Level 4, 41 Credits • 651302000-PM-05, Accurately erect, assemble and repair metal structures whilst applying safety measures. NQF Level 4, 28 Credits Total number of credits for Practical Skill Modules: 130 Credits	395

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
9.	Automotive Motor Mechanic	4	97990	Curriculum Code: 653101000 Knowledge Modules: • 653101000-KM-01, Workplace fundamentals, NQF Level 2, Credits 9 • 653101000-KM-02, Foundational concepts for mechanics, NQF Level 2, Credits 14 • 653101000-KM-03, Vehicle and equipment fundamentals, NQF Level 2, Credits 8 • 653101000-KM-04, Basic engine systems, NQF Level 2, Credits 8 • 653101000-KM-05, Vehicle, equipment and propulsion systems, NQF Level 3, Credits 13 • 653101000-KM-06, Electrical systems and basic electronic, hydraulic and pneumatic principles, NQF Level 3, Credits 16 • 653101000-KM-07, Advanced vehicle and equipment systems, NQF Level 4, Credits 30 • 653101000-KM-08, Problem solving and engine optimisation, NQF Level 4, Credits 10 Total number of credits for Knowledge Modules: 108 Practical Skill Modules: • 653101000-PM-01, Work safely and respond to emergencies, NQF Level 2, Credits 6 • 653101000-PM-02, Use tools and equipment, NQF Level 2, Credits 26 • 653101000-PM-03, Cut and join metals, NQF Level 2, Credits 5 • 653101000-PM-04, Remove and install mechanical components (gaskets, seals, bearings and locking devices), NQF Level 2, Credits 6 • 653101000-PM-05, Work with auto-electric and auto-electronic components, NQF Level 2, Credits 2 • 653101000-PM-06, Work with fluid power components, NQF Level 2, Credits 2 • 653101000-PM-07, Maintain and service vehicles and vehicle components, NQF Level 2, Credits 6 • 653101000-PM-08, Dismantle, assess and reassemble engines and engine sub-assemblies, NQF Level 3, Credits 15 • 653101000-PM-09, Dismantle, assess and reassemble vehicle sub-assemblies, NQF Level 3, Credits 8 • 653101000-PM-10, Remove, test, repair and refit engines and vehicle components, NQF Level 3, Credits 7 • 653101000-PM-11, Diagnose and repair	540

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				vehicle systems, NQF Level 4, Credits 46 • 653101000-PM-12, Diagnose and repair electrical systems, NQF Level 4, Credits 14 • 653101000-PM-13, Diagnose and repair electronically controlled vehicle systems, NQF Level 4, Credits 19 Total number of credits for Practical Skill Modules: 162	
10.	Mechanical Fitter	4	94021	Curriculum Code: 653303000 Knowledge Modules: • 653303000-KM-01: Basic engineering theory, NQF Level 3 (32) • 653303000-KM-02: Fitting Theory, NQF Level 4 (38) Total number of credits for Knowledge Modules: 70 (17%) Practical Skills Modules: • 653303000-PS-01: Fabricate simple components or work pieces using basic hand skills and hand tools, NQF Level 2 (6) • 653303000-PS-02: Fabricate components or work pieces using power tools or machinery, NQF Level 3 (6) • 653303000-PS-03: Dissemble, clean and inspect mechanical sub assemblies, NQF Level 3 (6) • 653303000-PS-04: Replace components and assemble mechanical sub-assemblies and machines, NQF Level 3 (6) • 653303000-PS-05: Do fault finding on mechanical sub-assemblies and machines, NQF Level 4 (12) • 653303000-PS-06: Repair mechanical sub-assemblies and machines, NQF Level 4 (12) • 653303000-PS-07: Install and commission mechanical sub-assemblies and machines, NQF Level 4 (12) • 653303000-PS-08: Overhaul mechanical sub-assemblies and machines, NQF Level 4 (20) Total number of credits for Practical Skills Modules: 80 (20%)	410
11.	Diesel Fitter	4	98822	Curriculum Code: 653304000 Knowledge Modules: • 653304000-KM-01, Workplace fundamentals, NQF Level 2, Credits 9 • 653304000-KM-02, Foundational concepts for mechanics, NQF Level 2, Credits 14 • 653304000-KM-03, Vehicle and equipment fundamentals, NQF Level 2, Credits 8 • 653304000-KM-04, Basic engine systems, NQF Level 2, Credits 8 • 653304000-KM-05, Vehicle, equipment and propulsion systems, NQF Level 3, Credits 13	540

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• 653304000-KM-06, Electrical systems and basic electronic, hydraulic and pneumatic principles, NQF Level 3, Credits 16 • 653304000-KM-07, Advanced vehicle and equipment systems, NQF Level 4, Credits 30 • 653304000-KM-08, Problem solving and engine optimisation, NQF Level 4, Credits 10 Total number of credits for Knowledge Modules: 108 Practical Skill Modules: • 653304000-PM-01, Work safely and respond to emergencies, NQF Level 2, Credits 9 • 653304000-PM-02, Use tools and equipment, NQF Level 2, Credits 20 • 653304000-PM-03, Cut and join metals, NQF Level 2, Credits 5 • 653304000-PM-04, Remove and install mechanical components (gaskets, seals, bearings and locking devices), NQF Level 2, Credits 6 • 653304000-PM-05, Work with auto-electric and auto-electronic components, NQF Level 2, Credits 2 • 653304000-PM-06, Work with fluid power components, NQF Level 2, Credits 2 • 653304000-PM-07, Maintain and service diesel powered systems and related system components, NQF Level 3, Credits 6 • 653304000-PM-08, Dismantle, assess and reassemble diesel engines and engine sub-assemblies, NQF Level 3, Credits 31 • 653304000-PM-09, Remove, test, repair and refit diesel engines and engine sub-system components, NQF Level 3, Credits 7 • 653304000-PM-10, Diagnose and repair diesel engine sub-systems, NQF Level 4, Credits 9 • 653304000-PM-11, Diagnose and repair electrical systems, NQF Level 4, Credits 12 • 653304000-PM-12, Diagnose and repair electronically controlled systems, NQF Level 4, Credits 24 Total number of credits for Practical Skill Modules: 133	
12.	Heavy Equipment Mechanic	4	97582	Curriculum Code: 653307000 Knowledge Modules: • 653307000-KM-01, Workplace fundamentals, NQF Level 2, Credits 9 • 653307000-KM-02, Foundational concepts for mechanics, NQF Level 2, Credits 14 • 653307000-KM-03, Vehicle and equipment fundamentals, NQF Level 2, Credits 8 • 653307000-KM-04, Basic engine systems, NQF Level 2, Credits 8 • 653307000-KM-05, Vehicle, equipment and propulsion systems, NQF Level 3, Credits 13 • 653307000-KM-06, Electrical systems and basic electronic, hydraulic and pneumatic principles, NQF Level 3, Credits 16	540

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
				• 653307000-KM-07, Advanced vehicle and equipment systems, NQF Level 4, Credits 30 • 653307000-KM-08, Problem solving and engine optimisation, NQF Level 4, Credits 10 Total number of credits for Knowledge Modules: 108 Practical Skill Modules: • 653307000-PM-01, Work safely, NQF Level 2, Credits 10 • 653307000-PM-02, Use tools and equipment, NQF Level 2, Credits 12 • 653307000-PM-03, Remove and install mechanical components (gaskets, seals, bearings and locking devices), NQF Level 2, Credits 10 • 653307000-PM-04, Work with electrical and fluid power components, NQF Level 2, Credits 10 • 653307000-PM-05, Maintain and service heavy equipment system components, NQF Level 2, Credits 15 • 653307000-PM-06, Dismantle, assess and reassemble heavy equipment diesel cylinder heads and sub-assemblies, NQF Level 3, Credits 20 • 653307000-PM-07, Dismantle, assess and reassemble heavy equipment power train systems, NQF Level 3, Credits 20 • 653307000-PM-08, Remove, test, repair and refit heavy equipment components and parts, NQF Level 3, Credits 15 • 653307000-PM-09, Diagnose and repair heavy equipment mechanical systems, NQF Level 4, Credits 26 • 653307000-PM-10, Diagnose and repair heavy equipment electrical systems, NQF Level 4, Credits 12 • 653307000-PM-11, Diagnose and repair heavy equipment electronically controlled systems, NQF Level 4, Credits 12 Total number of credits for Practical Skill Modules: 162	

Loading Results

The provider will be required to load the results of the apprentices on the National Learner Record Database (NLRD) and submit proof of results to Contract/Project Manager.

2.2 Training Material

The content of the training material for classroom based training as well as practical skills modules will be developed and provided by the service provider in accordance with the specified learning outcomes for each intervention.

2.3 Workplace Experience

Workplace Experience will be done at various City of Cape Town depots. The Service Provider needs to supply the apprentice with a workplace experience logbook and should cover the outcomes as in below table:

Item No	Trade	NQF Level	SAQA ID	Learning Outcomes	Credits
1	Motorcycle Mechanic	4	97591	Curriculum Code: 653103000 Content for Work Experience Modules: • 653103000-WM-01, Routine scheduled services, at NQF Level 2, Credits 10. • 653103000-WM-02, Removal and replacement of motorcycle and scooter engine sub-systems, at NQF Level 3, Credits 5. • 653103000-WM-03, Motorcycle and scooter engine removal and installation processes, at NQF Level 3, Credits 10. • 653103000-WM-04, Removal and replacement of motorcycle and scooter sub-systems, at NQF Level 3, Credits 14. • 653103000-WM-05, Repair processes (gearboxes, differentials and motorcycle and scooter engines), at NQF Level 3, Credits 34. • 653103000-WM-06, Diagnosis and repair of electrical systems (charging, starting, lighting and auxiliary), at NQF Level 4, Credits 40. • 653103000-WM-07, Diagnosis and repair of electronically controlled systems, at NQF Level 4, Credits 40. • 653103000-WM-08, Diagnosis and repair of motorcycle and scooter engines and engine sub-systems, at NQF Level 4, Credits 40. • 653103000-WM-09, Diagnosis and repair of hydraulic and pneumatic systems, at NQF Level 4, Credits 5. • 653103000-WM-10, Diagnosis and repair of brake systems, at NQF Level 4, Credits 40. • 653103000-WM-11, Diagnosis and repair of drive train systems, at NQF Level 4, Credits 40. 653103000-WM-12, Diagnosis and repair of steering and suspension systems, at NQF Level 4, Credits 34. Total number of Credits for Work Experience Modules: 312.	540

2	Carpenter	4	94022	Currriculum Code: 641502000 Content for Work Experience Modules • 641502000-WM-01, Processes and procedures to plan and prepare for carpentry activities in a construction environment, NQF Level 3, 40 Credits. And Context 1: Formwork: • 641502000-WM-02, Processes and procedures for constructing, erecting and installing formwork within the construction environment NQF Level 4, 80 Credits. **Or** Context 2: Roofing and partitioning: • 641502000-WM-03, Processes and procedures for constructing, erecting and installing roofing and partitioning within the construction environment, NQF Level 4, 80 Credits. And • 641502000-WM-04, Processes and procedures for fitting, assembling and altering internal and external fixtures of buildings, NQF Level 4, 60 Credits. Total number of credits for Work Experience Modules: 180 Credits.	360
3	Diesel Mechanic	4	117237	Curriculum Code: 653306000 Content for Work Experience Modules • 653306000-WM-01, Routine scheduled services, at NQF Level 2, Credits 16. • 653306000-WM-02, Removal and replacement of engine sub-system components (including batteries), at NQF Level 3, Credits 16. • 653306000-WM-03, Removal and replacement of other vehicle sub-system components, at NQF Level 3, Credits 20. • 653306000-WM-04, Engine removal and installation processes, at NQF Level 3, Credits 18. • 653306000-WM-05, Repair processes for vehicle sub-systems, at NQF Level 3, Credits 74. • 653306000-WM-06, Diagnosis and repair of electrical systems (charging, starting, lighting and auxiliary), at NQF Level 4, Credits 18. 653306000-WM-07, Diagnosis and repair of electronic control systems, at NQF Level 4, Credits 18. • 653306000-WM-08, Diagnosis and repair of engines and engine sub-systems, at NQF Level 4, Credits 18. • 653306000-WM-09, Diagnosis and repair of hydraulic and pneumatic systems, at NQF Level 4, Credits 18. 653306000-WM-10, Diagnosis and repair of brake systems, at NQF Level 4, Credits 18.	544
				• 653306000-WM-11, Diagnosis and repair of drive train systems, at NQF Level 4, Credits 18. 653306000-WM-12, Diagnosis and repair of steering and suspension systems, at NQF Level 4, Credits 18. Total number of credits for Work Experience Modules: 270 Credits.	

4	Air-conditioning and Refrigeration Mechanic	4	103277	Curriculum Code: 642701000 Content for Workplace Experience • 642701000-WM-01, Installation of unitary air conditioning system, NQF Level 2, Credits 8 • 642701000-WM-02, Fall arrest systems and processes, NQF Level 2, Credits 8 • 642701000-WM-03, Processes and procedures for erecting and dismantling access scaffolding up to 6mm, NQF Level 2, Credits 12 • 642701000-WM-04, Assembling a unitary air conditioning unit, NQF Level 2, Credits 5 • 642701000-WM-05, Reading, interpreting and constructing basic electrical and electronic circuits pertaining to air conditioning, NQF Level 2, Credits 5 • 642701000-WM-06, Cleaning, corrosion protection and appropriate fault responses, NQF Level 2, Credits 5 • 642701000-WM-07, Processes related to pressure testing of an air conditioning refrigeration system, NQF Level 2, Credits 3 • 642701000WM-08, Maintenance and repairs processes for unitary air conditioning systems, NQF Level 2, Credits 10 • 642701000-WM-09, Installing, commissioning, maintaining, fault finding and repairing an evaporative cooling system, NQF Level 2, Credits 5 • 642701000-WM-10, Installation of a complete commercial air conditioning system, NQF Level 3, Credits 10 • 642701000-WM-11, Constructing a commercial air conditioning system, NQF Level 3, Credits 10 • 642701000WM-12, Installation of air conditioning and ventilation ducting systems, NQF Level 3, Credits 10 • 642701000WM-13, Processes relating to install, repair and maintain vehicle/ mobile air conditioning system, NQF Level 3, Credits 10 • 642701000-WM-14, Identification of faults related to an air conditioning system and carrying out minor repairs, NQF Level 3, Credits 10. • 642701000-WM-14, Identification of faults related to an air conditioning system and carrying out minor repairs, NQF Level 3, Credits 10 • 642701000-WM-15, Maintenance processes regarding commercial air conditioning system, NQF Level 4, Credits 15 • 642701000-WM-16, Commissioning a complete air conditioning and refrigeration system, NQF Level 4, Credits 30 • 642701000-WM-17, Testing the assembled air conditioning system, NQF Level 4, Credits 15 • 642701000-WM-18, Servicing processes related to an air conditioning and refrigeration plant, NQF Level 4, Credits 30 • 642701000-WM-19, Fault finding and repair processes related to an air conditioning and refrigeration system, NQF Level 4, Credits 15	637

				• 642701000WM-20, Maintenance and repairs processes for industrial air conditioning systems, NQF Level 4, Credits 20 • 1642701000-WM-21, Construction of electrical and electronic circuits, NQF Level 4, Credits 30 • 642701000-WM-22, Designing and selecting evaporative cooling systems, NQF Level 5, Credits 15 Total number of credits for Work Experience Modules: 281	
5	Welder	4	94100	Curricullum Code: 651202000 Content for Workplace Experience • 651202000-WM-01: Cut and gouge a range of materials in the workplace, NQF Level 2 (8) • 651202000-WM-02: Produce a range of fillet welds using various welding processes in a workplace, NQF Level 4 (40) • 651202000-WM-03: Care for, control and handle consumables and materials in a workshop, NQF Level 2 (4) • 651202000-WM-04: Produce a range of plate welds using various welding processes in a workplace, NQF Level 4 (40) • 651202000-WM-05: Team work, communication and reporting in the workplace, NQF Level 3 (8) • 651202-WM-06: Produce a range of pipe welds using various welding processes in a workplace, NQF Level 4 (52) Total credits for the Work Experience Modules: 152 (40%)	373
6	Plumber	4	91782	Curriculum Code: 642601000 Content of Workplace Experience • 642601000-WM-01, Processes and procedures for installation and testing of above • ground soil waste and vent systems and sanitary ware appliances, L4, Cr30 • 642601000-WM-02, Processes and procedures for installation and testing of belowground drainage systems and performing basic building work, L4, Cr35 • 642601000-WM-03, Procedures and processes for installation and maintenance of • cold water and hot water systems, L4, Cr35 • 642601000-WM-04, Procedures and processes for installation and maintenance of • rain water systems, L4, Cr30 Total number of credits for Work Experience Modules: 130	360

7	Fitter and Turner	4	94020	Curriculum Code: 652302000 Content of Workplace Experience: • Fabrication processes in an engineering workshop, NQF Level 2, 20 Credits. • Routine mechanical component and machine maintenance processes, NQF Level 3, 40 Credits. • Maintenance planning and communication processes, NQF Level 3, 10 Credits. • Repair mechanical faults on mechanical sub-assemblies and machines, NQF Level 4, 60 Credits. • Overhauling processes in an engineering workshop, NQF Level 4, 60 Credits. • Structured planning and communication processes in the workplace, NQF Level 4, 60 Credits. • Machining processes to design specifications of a range of work pieces from different materials, NQF Level 4, 60 Credits. • Engineering workshop control processes, NQF Level 4, 10 Credits. Total number of credits for Work Experience Modules: 320 Credits.	548
8	Boilermaker	4	93626	Curricullum Code: 651302000 Content for Workplace Experience Work Experience Modules: Context 1: Engineering, Chemical, Fabrication, Mining, Ship making. • 651302000-WM-01, Pattern and template development processes. NQF Level 4, Credits 30 • 651302000-WM-02, Tools, equipment and machinery maintenance and operation processes. NQF Level 4, Credits 30 • 651302000-WM-03, Workshop or on-site cutting and welding processes. NQF Level 4, Credits 43 • 651302000-WM-04, Fabrication, assembling and repairing of metal components and structures. NQF Level 4, Credits 43 • 651302000-WM-05, Assembling and erecting of structures and components. NQF Level 4, Credits 34 Total number of credits for Work Experience Modules: 180	395

9	Automotive Motor Mechanic	97990	4	Curricullum Code: 653101000 Content for Workplace Experience • 653101000-WM-01, Routine scheduled services, NQF Level 2, Credits 18 • 653101000-WM-02, Removal and replacement of engine sub-systems (including batteries), NQF Level 3, Credits 12 • 653101000-WM-03, Removal and replacement of vehicle sub-systems, NQF Level 3, Credits 16 • 653101000-WM-04, Engine removal and installation processes, NQF Level 3, Credits 20 • 653101000-WM-05, Repair processes (gearboxes, differentials and engines), NQF Level 3, Credits 28 • 653101000-WM-06, Diagnosis and repair of electrical systems (charging, starting, lighting and auxiliary), NQF Level 4, Credits 36 • 653101000-WM-07, Diagnosis and repair of engines and engine sub-systems, NQF Level 4, Credits 36 • 653101000-WM-08, Diagnosis and repair of brake systems, NQF Level 4, Credits 40 • 653101000-WM-09, Diagnosis and repair of drive train systems, NQF Level 4, Credits 28 • 653101000-WM-10, Diagnosis and repair of steering and suspension systems, NQF Level 4, Credits 36 Total number of credits for Work Experience Modules: 270	540
10	Mechanical Fitter	4	94021	Curricullum Code: 653303000 Content for Workplace Experience 653303000-WM-01: Fabrication processes in an engineering workshop, NQF Level 2 (20) • 653303000-WM-02: Routine mechanical component and machine maintenance processes, NQF Level 3 (40) • 653303000-WM-03: Maintenance planning and communication processes, NQF Level 3 (10) • 653303000-WM-04: Repair mechanical faults on mechanical sub-assemblies and machines, NQF Level 4 (60) • 653303000-WM-05: Overhauling processes in an engineering workshop, NQF Level 4 (60) • 653303000-WM-06: Structured planning and communication processes in the workplace, NQF Level 4 (60) • 653303000-WM-07: Engineering workshop control processes, NQF Level 4 (10) Total number of credits for Work Experience Modules: 260 (63%)	410

11	Diesel Fitter	4	98822	Curricullum Code: 653304000 Content for Workplace Experience • 653304000-WM-01, Routine scheduled services, NQF Level 2, Credits 34 • 653304000-WM-02, Removal and replacement of engine sub-systems and components, NQF Level 3, Credits 24 • 653304000-WM-03, Engine removal and installation processes, NQF Level 3, Credits 26 • 653304000-WM-04, Engine repair and commission processes, NQF Level 3, Credits 61 • 653304000-WM-05, Diagnosis and repair of electrical systems (charging and starting), NQF Level 4, Credits 26 • 653304000-WM-06, Diagnosis and repair of electronic engine management systems, NQF Level 4, Credits 38 • 653304000-WM-07, Diagnosis and repair of engines and engine sub-systems, NQF Level 4, Credits 52 • 653304000-WM-08, Diagnosis and repair of fuel systems, NQF Level 4, Credits 38 Total number of credits for Work Experience Modules: 299	540
12	Heavy Equipment Mechanic	4	97582	Curricullum Code: 653307000 Content for Workplace Experience 653307000-WM-01, Routine scheduled services, NQF Level 2, Credits 24 • 653307000-WM-02, Removal and replacement of heavy equipment diesel engine sub-system components (including batteries), NQF Level 3, Credits 24 • 653307000-WM-03, Removal and replacement of heavy equipment drive train components, NQF Level 3, Credits 32 • 653307000-WM-04, Heavy equipment diesel engine removal and installation processes, NQF Level 3, Credits 6 • 653307000-WM-05, Removal and replacement of heavy equipment hydraulic system components, NQF Level 3, Credits 32 • 653307000-WM-06, Diagnosis and repair of heavy equipment electrical systems (charging, starting, lighting and auxiliary), NQF Level 4, Credits 12 • 653307000-WM-07, Diagnosis and repair of heavy equipment diesel engine electronic control systems, NQF Level 4, Credits 20 • 653307000-WM-08, Diagnosis and repair of heavy equipment diesel engines and engine sub-systems, NQF Level 4, Credits 20 • 653307000-WM-09, Diagnosis and repair of heavy equipment hydraulic systems, NQF Level 4, Credits 30 • 653307000-WM-10, Diagnosis and repair of heavy equipment brake systems, NQF Level 4, Credits 20	540

				• 653307000-WM-11, Diagnosis and repair of heavy equipment drive train systems, NQF Level 4, Credits 30 • 653307000-WM-12, Diagnosis and repair of heavy equipment steering and suspension systems, NQF Level 4, Credits 20 Total number of credits for Work Experience Modules: 270	

2.4 Mode of delivery

Knowledge Modules must be done via face to face classroom training and all Practical Skills modules must be done in a training workshop environment for all trades.

2.5 Facilitators

The facilitators will be expected to be experienced in facilitating an Apprenticeship Programme. Tenderer must complete Schedule 15 (CV template) for each proposed facilitator, detailing relevant expertise and experience for each learning intervention must be provided in the prescribed format. Please clearly indicate which learning intervention will be presented by each proposed facilitator. Kindly ensure that at least 2 facilitators (1 lead facilitator and 1 alternate) are allocated to each learning intervention so as to ensure sustainability of the project.

No changes to the allocation of facilitator/s may be used unless agreed to by the Project Manager in consultation with Steering Committee prior to the commencement of the training intervention as scheduled. Any changes in the allocation of facilitators at implementation stage, a CV must be submitted to the Project Manager.

The training will be conducted in English. The ability to translate key concepts into Afrikaans or isiXhosa will be preferable. Alternatively, please make provision for a translator upon request.

If and when a special needs delegate is identified for training, this will be communicated to the service provider timeously, and suitable measures must be implemented to accommodate the special need/s.

2.6 Logistical arrangements

2.6.1 Bookings: Directorates/departments will liaise directly with the service provider to book their delegates as per the prioritised training needs indicated in the WSP for the relevant financial year. The proposed facilitator/s may be required to attend a briefing session with the Training Officer/Manager in order to agree on expected performance standards and customisation (in terms of context or examples or practical/workplace assignment) of learning material prior to the commencement of the training. A prescribed booking form will be utilised, providing details of the delegates, any special needs and the purchase order number.

2.6.2 Scheduling: The scheduling of the module sessions will be carried out administratively by the service provider based on expressed needs of directorates/departments. The names and number of delegates will be confirmed with the provider 3 working days prior to the commencement of the scheduled intervention.

2.6.3 Group size: A minimum of 10 and maximum of 20 delegates.

2.6.4 Provision of venue: The successful training provider will be responsible for the provision of an accredited training centre, aesthetic venue within the Cape metropolitan area. Note that the venue needs to be available within 30 days of the contract award.

The project manager will inspect the proposed venue in order to evaluate the suitability thereof following the awarding of the tender in accordance with the following CCT standards and criteria:

- must be suitable for training purposes;
- should accommodate comfortable seating at tables which can be arranged in various configurations as per the training methodology;

- must be equipped with a fitted, working screen and data projector, preferably attached to a sound system (if required);
- must be equipped with a working air conditioner/s;
- must be clean and light (natural lighting as well as working electrical lights);
- must be accessible for persons with disabilities;
- must have clean, fresh smelling and working toilet facilities in close proximity to the training room, but not directly adjacent to the room;
- must provide at least two cubicles per gender;
- must provide a separate eating facility which facilitates discussion over a meal;
- Safe parking facilities are to be provided within close proximity (approximately 200m) of the training venue; and
- Any parking costs incurred will be for the training provider's account, i.e. free parking for all delegates.

No change to the agreed upon venue will be allowed without the prior approval of the Project Manager.

2.6.5 Printing and Equipment: Provider is responsible for all training equipment such as a data projector, laptop, speakers, etc. and other consumables e.g. flipchart paper, khoki's, name tags, etc. The successful service provider will be required to provide bound hard copies of the learner workbooks for each delegate for classroom training and logbooks.

2.6.6 Assessment and/or Certification: Upon successful completion of Trade Tests and submission to SETA and NAMB.

2.6.7 Re-assessment Opportunities: Note that learners are to be provided with three (3) opportunities to attempt Trade Testing if deemed Not Yet Competent. Proof of loading the results of the competent learners on the NLRD will be required with the final competency certificates.

2.6.8 Expiration of Unit Standards: In the event that the unit standard/s is expired, during during implementation, the service provider will be required to provide the City of Cape Town with proof of renewed unit standard or a similar alternative unit standard/s until the end of this tender. This must be communicated with the Project Manager prior to the expiry of the unit standard/s.

2. NATED Studies

This tender calls for nated N2 studies (NQF3) for various trades and must include the trade theory subjects for each trade listed in the table below:

Item No	Trade	Subjects
1	Motorcycle Mechanic	Mathematics N2 Engineering Science N2 Engineering Drawing N2 Motor Trade Theory N2
2	Carpenter	Mathematics N2 Building Science N2 Builing Drawing N2 Carpentry and Roofing Theory N2
3	Diesel Mechanic	Mathematics N2 Engineering Science N2 Engineering Drawing N2 Diesel Trade Theory N2
4	Air-Conditioning and Refrigeration Mechanic	Mathematics N2 Engineering Science N2 Industrial Electronics N2 Air Conditioning & Refrigeration Trade Theory N2
5	Welder	Mathematics N2 Engineering Science N2 Plating and Structural Steel Drawing N2 Welders Trade Theory N2
6	Plumber	Mathematics N2

		Building Science N2 Builing Drawing N2 Plumbing Theory N2
7	Fitter and Turner	Mathematics N2 Engineering Science N2 Engineering Drawing N2 Fitting and Turning N2
8	Boilermaker	Mathematics N2 Engineering science theory N2 Plating & structural steel drawing N2 Platers' theory N2
9	Automotive Motor Mechanic	Mathematics N2 Engineering science theory N2 Engineering drawings N2 Motor trade theory N2
10	Mechanical Fitter	Mathematics N2 Engineering Science N2 Engineering Drawing N2 Fitting and Machining N2
11	Diesel Fitter	Mathematics N2 Engineering Science N2 Engineering Drawing N2 Diesel Trade Theory N2
12	Heavy Equipment Mechanic	Mathematics N2 Engineering Science N2 Engineering Drawing N2 Diesel Trade Theory N2

Training Material

The Service Provider needs to provide all training material as well as textbooks and past exam papers per N2 subject as in table above. This material must be aligned to the Department of Higher Education and Training standard on the nated courses that is offered by institutions of learning and TVET colleges.

Mode of Delivery

All nated N2 subjects will be done via classroom training.

Facilitators

The facilitators will be expected to be experienced in facilitating an Nated N2 Programme. Tenderer must complete Schedule 15 (CV template) for each proposed facilitator, detailing relevant expertise and experience for each subject must be provided in the prescribed format. Please clearly indicate which learning intervention will be presented by each proposed facilitator. Kindly ensure that at least 2 facilitators (1 lead facilitator and 1 alternate) are allocated to each subject so as to ensure sustainability of the project.

No changes to the allocation of facilitator/s may be used unless agreed to by the Project Manager in consultation with Steering Committee prior to the commencement of the training intervention as scheduled. Any changes in the allocation of facilitators at implementation stage, a CV must be submitted to the Project Manager.

The training will be conducted in English. The ability to translate key concepts into Afrikaans or isiXhosa will be preferable. Alternatively, please make provision for a translator upon request.

If and when a special needs delegate is identified for training, this will be communicated to the service provider timeously, and suitable measures must be implemented to accommodate the special need/s.

Logistical arrangements

2.5.1 Bookings: Directorates/departments will liaise directly with the service provider to book their delegates who does not have the necessary N2 qualification to qualify to be assessed in the listed trades. The proposed

facilitator/s may be required to attend a briefing session with the Training Officer/Manager in order to agree on expected performance standards and customisation (in terms of context or examples or practical/workplace assignment) of learning material prior to the commencement of the training. A prescribed booking form will be utilised, providing details of the delegates, any special needs and the purchase order number.

2.5.2 Scheduling: The scheduling of the module sessions will be carried out administratively by the service provider based on expressed needs of directorates/departments. The names and number of delegates will be confirmed with the provider 3 working days prior to the commencement of the scheduled intervention.

2.5.3 Group size: A minimum of 10 and maximum of 20 delegates.

2.5.4 Provision of venue: The successful training provider will be responsible to provide venue for the training of nated subject. This venue must be within the Cape metropolitan area and be available within 30 days of the contract award.

The project manager will inspect the proposed venue in order to evaluate the suitability thereof following the awarding of the tender in accordance with the following CCT standards and criteria:

- must be suitable for training purposes;
- should accommodate comfortable seating at tables which can be arranged in various configurations as per the training methodology;
- must be equipped with a fitted, working screen and data projector, preferably attached to a sound system (if required);
- must be equipped with a working air conditioner/s;
- must be clean and light (natural lighting as well as working electrical lights);
- must be accessible for persons with disabilities;
- must have clean, fresh smelling and working toilet facilities in close proximity to the training room, but not directly adjacent to the room;
- must provide at least two cubicles per gender;
- must provide a separate eating facility which facilitates discussion over a meal;
- Safe parking facilities are to be provided within close proximity (approximately 200m) of the training venue; and
- Any parking costs incurred will be for the training provider’s account, i.e. free parking for all delegates.

No change to the agreed upon venue will be allowed without the prior approval of the Project Manager.

Assessment and/or Certification: Service provider needs to ensure that the delegates for the N2 nated subjects per trade is registered for the examination as per DHET timetable that is provided per trimester. Upon successful completion of the exams the service provider needs to ensure that the delegates receive their exam results and N2 certifcate.

Re-assessment Opportunities: Note that learners are to be provided with one (1) opportunities per subject to re-attempt the subject deemed Not Yet Competent.

2.5.5 Printing and Equipment: Provider is responsible for all training equipment such as a data projector, laptop, speakers, etc. and other consumables e.g. flipchart paper, khoki’s, name tags, etc. The successful service provider will be required to provide bound hard copies of the learner workbooks for each delegate for classroom training and logbooks.

13.3 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"

13.4 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.

13.5 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, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

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

13.6 Service Level Agreement: Once the Tender is awarded, a detailed Service Level Agreement (SLA) between the City and the Service Provider will be finalised detailing the deliverables in terms of time, cost and quality. Kindly be advised that this will be strictly monitored during the execution of the contract.

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)	ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R	

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	Sheet		
				1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

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

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

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

TENDER NO. AND DESCRIPTION: **183S/2022/23 AND APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP**

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

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

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____ **Date:** _____

Verified by CCT Project Manager: _____ **Date:** _____

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

TENDER NO. AND DESCRIPTION: **183S/2022/23 AND APPOINTMENT OF PANEL OF ACCREDITED SERVICE PROVIDERS TO PROVIDE THEORETICAL AND PRACTICAL APPRENTICESHIP PROGRAMME FOR EXTERNAL OPPORTUNITIES INCLUDING EPWP**

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

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____ **Date:** _____

Verified by CCT Project Manager: _____ **Date:** _____