

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 103

TENDER NO: 20S/2021/22

TENDER DESCRIPTION: Management of Outdoor Advertising Opportunities on MyCiTi Buses and Shelters.

CONTRACT PERIOD: From Date of Commencement to 30 June 2024

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 07 September 2021

CLOSING TIME: 10h00

TENDER BOX NUMBER: 139

TENDER FEE: **R200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
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	:	06 August 2021
SITE VISIT/CLARIFICATION MEETING	:	N/A
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	N/A
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. 20S/2021/22: MANAGEMENT OF OUTDOOR ADVERTISING OPPORTUNITIES ON MYCITI BUSES AND SHELTERS " 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: Tony Le Fleur

Tel. No.: (021) 400-4737

Email: Tony.leFleur@capetown.gov.za

(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 for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall from date of commencement until 30 June 2024.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 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

2.2.1.1.4 Track record of Tenderer

The City is seeking an experienced service provider that has:

- A proven track record in managing more than 300 sites over the last 10 years;
- A minimum of 10 years' experience in maintenance and repair of outdoor built infrastructure;
- Demonstrated that it has the necessary resources and skills to successfully complete this contract.

Prospective tenderers will be evaluated on the documents provided in their bid submission as outlined in Part 13, clause 28 and all its sub-paragraphs, and the completion of the schedules as directed.

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

Not Applicable

2.2.1.1.8 Key Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have the required key personnel with the required experience and qualifications, at close of tender, that are either:

- i. Permanently employed; and/or
- ii. Specialist contractors having the required personnel supported by signed undertaking(s) to perform the necessary function(s)/work on behalf of the tenderer as and when required in terms of a sub-contractor's agreement; and/or
- iii. Qualified individual(s) with signed undertaking(s) stating their availability and that they will be employed by the tendering entity if it is awarded the contract.

An individual may not fulfil more than one of the key personnel functions, however, a key personnel function may be filled by more than one person or by a sub-contractor.

Key Personnel	General Experience	Minimum Qualifications
Contract Manager	Minimum of 8 years' verifiable experience in managing advertising contracts.	A tertiary qualification in Business Management or similar.
Manager: Repairs and Maintenance	Minimum of 8 years' verifiable experience in managing the repairs and maintenance of advertising infrastructure. This includes the preparation of maintenance schedules and ensuring that repairs are done in line with the engineering guidelines.	A tertiary qualification in Construction Management, Civil Engineering, Quantity Surveying or Architecture. Must be Professionally Registered.
Manager: Cleansing	Minimum of 3 years' verifiable experience in planning and managing cleaning teams.	A tertiary qualification in human resource management, labour relations or similar.
Coordinator: Application and Removal of Advertising Artwork from Infrastructure	Minimum of 3 years' verifiable experience in the application and removal of advertising artwork on infrastructure and the restoration of damage to the advertising infrastructure and/or brand on the infrastructure.	A tertiary qualification.
Manager: Marketing and Sales	Minimum of 3 years' verifiable experience in marketing and/or sales of advertising opportunities.	A relevant tertiary qualification in Marketing or similar.
Project Administrator	Have at least 3 years verifiable experience in project management and administration.	Tertiary qualification in Project Management, or Project/Office administration.
Manager: Inventory and Data Management	Minimum of 5 years' experience in inventory management (including software), forecasting strategies, conducting tracking and data analysis.	Tertiary qualification in business, logistics, systems engineering, supply chain management or similar.

Please note that CVs, copies of qualifications and professional registration (where required) must be attached to Schedule 15. Failure to provide this evidence will render this bid as 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.

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 C.2.13.3) 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 Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant 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 based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- based on the sum of the prices/rates in relation to the 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 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

Where: P_s is the number of points scored for price;
 P_t is the price of the tender under consideration;
 P_h is the price of the highest responsive tender.

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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 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 22 of 66

<p>TENDER NO: 20S/2021/22</p> <p>TENDER DESCRIPTION: MANAGEMENT OF OUTDOOR ADVERTISING OPPORTUNITIES ON MYCITI BUSES AND SHELTERS</p> <p>CONTRACT PERIOD: From Date of Commencement to 30 June 2024</p>
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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)	

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 20S/2021/22 – MANAGEMENT OF OUTDOOR ADVERTISING OPPORTUNITIES ON MYCITI BUSES AND SHELTERS

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 20S/2021/22 – MANAGEMENT OF OUTDOOR ADVERTISING OPPORTUNITIES ON MYCITI BUSES AND SHELTERS

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

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3 Subject

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4 Subject

Details

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

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

(5) PRICE SCHEDULE

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

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 section 5 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.
- 5.8 All tendered prices will be subject to Contract Price Adjustment as set out in Schedule 8.
- 5.9 Tenderers must remember to make provision for the maintenance and cleaning of all MyCiTi bus stop precincts (totems and shelters) as outlined in Part 13 (page 75) and its attachments.

Price Schedule:

To be paid to the CCT by the Advertising Contractor.

	ADVERTISING OPPORTUNITY	UNITS	COST PER UNIT PER MONTH (Excl. VAT)
1.	BUSES		
1.1	Full back	Per Bus	
1.2	Back window only	Per Bus Window	
2.	MyCiTi BUS STOPS		
2.1	Backlit Posters	Per Poster	
2.2	Non-backlit posters	Per Poster	

To be paid to the Advertising Contractor by the CCT as per clause 5 on page 28.

	ADVERTISING OPPORTUNITY	UNITS	COST PER UNIT PER MONTH (Excl. VAT)
3.	BUSES		
3.1	Full back	Per Bus	
3.2	Back window only	Per Bus Window	
4.	MyCiTi BUS STOPS		
4.1	Backlit Posters	Per Poster	
4.2	Non-backlit posters	Per Poster	

INITIALS OF CITY OFFICIALS		

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

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

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

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

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint

Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

Note:

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

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

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

Signature

Date

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

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

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

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.

- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
- 3.14.1 If yes, furnish particulars
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**
- 3.15.1 If yes, furnish particulars
- 3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**
- 3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

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

(a) a member of –

- (i) any municipal council;***
- (ii) any provincial legislature; or***
- (iii) the national Assembly or the national Council of provinces;***

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO	
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- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

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

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

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

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

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

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

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

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

 Date

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

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

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

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

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

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

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

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

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

Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 Any claim for an increase in the Contract price shall be submitted in writing to the:
- Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000
 - OR**
 - by email to: CPA.Request@capetown.gov.za
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 8.8 The CCT reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

Year 1:

The Contract Price as per GCC shall remain Firm for the first 12 months (from date of commencement) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule.

Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the tendered price is fixed and firm.

Year 2:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index. Base month for the price adjustment shall be two (2) calendar months prior to the date of commencement. The end month shall be two (2) calendar months prior to the 13th month.

Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the tendered price is fixed and firm.

Year 3:

From start of 25th month to end of the 36th month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141-Table B2). Base month for the price adjustment shall be two (2) calendar months prior to the 13th month. The end month shall be two (2) calendar months prior to 24th month. Tenderers shall be entitled to claim contract price adjustment as follows:

90% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI). 10% of the tendered price is fixed and firm.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 20S/2021/22– **MANAGEMENT OF OUTDOOR ADVERTISING OPPORTUNITIES ON MYCIT BUSES AND SHELTERS** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure B

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 tenderer must attach to this schedule, the documentation as stipulated in **Part 13, clause 28 and its sub-clauses**:

	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.

Schedule 15A: Key Personnel

The tenderer must insert, in the spaces provided below:

- a) Details of all the **key personnel** required to be in the employment of the tenderer or contracted as a specialist resource, in order for the tenderer to be responsive – also refer to Eligibility; and
- b) CVs, copies of qualifications and professional registration (where required) must be attached to this Schedule. Failure to provide this evidence will render this bid as non-responsive.

An individual may not fulfil more than one of the key personnel functions, however, a key personnel function may be filled by more than one person or by a sub-contractor.

Contract Manager <i>Responsible for overall coordination and service delivery in terms of this contract and ensuring compliance to all contractual obligations.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

Manager: Repairs and Maintenance <i>Responsible for managing the repairs and maintenance of advertising infrastructure including the preparation of maintenance schedules and ensuring that repairs are done in line with the engineering guidelines.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

Manager: Cleansing <i>Responsible for the planning and managing of cleaning teams.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

Coordinator: Application and Removal of Advertising Artwork from Infrastructure <i>Responsible for the application and removal of advertising artwork on infrastructure and the restoration of damage to the advertising infrastructure and/or brand application.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

Manager: Marketing and Sales <i>Responsible for marketing and/or sales of advertising opportunities.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

Project Administrator			
<i>Responsible for project management and administration.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

Manager: Inventory and Data Management			
<i>Responsible for inventory management (including software), forecasting strategies, tracking and data analysis.</i>			
NAME	RELEVANT FUNCTIONAL EXPERIENCE	QUALIFICATIONS	YEARS EXPERIENCE

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 and/or steps taken in terms of the Abuse Policy.

Signature

Date

Print name: _____

On behalf of the tenderer (duly authorised)

Schedule 15B: Schedule of all Resources

The tenderer shall include ALL resources, excluding the Key Personnel listed in Schedule 15A, that will be used in the execution of the scope of this contract.

Condensed Curriculum Vitae (CVs) must be attached containing the following information: -

- Name
- Role/Key functions to be performed in this tender
- Relevant qualifications
- Years of relevant experience
- Involvement in this tender

The tenderer shall attach this schedule and the associated CVs to **Schedule 15**. If there is insufficient space in the tables below, the tenderer may submit a replica provided that it has the same format and content.

SCHEDULE OF ALL PERSONNEL					
NAME	ROLE AND KEY FUNCTION(S) TO BE PERFORMED IN THIS TENDER	QUALIFICATIONS	YEARS OF RELEVANT EXPERIENCE	PHYSICALLY STATIONED IN THE CAPE TOWN AREA YES/NO	INVOLVEMENT IN THIS TENDER (E.G. PART-TIME, FULL TIME, CERTAIN ACTIVITIES ONLY ETC.

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 and/or steps in terms of the Abuse Policy.

Signature

Date

Print name: _____

On behalf of the tenderer (duly authorised)

Schedule 15C: Organisational Structure

The tenderer shall submit an organisational structure reflecting all the resources available to fulfil this contract including those listed in Schedules 15A and 15B. This structure shall also reflect the reporting lines within the structure.

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 57 of 66

TENDER NO: 20S/2021/22

TENDER DESCRIPTION: MANAGEMENT OF OUTDOOR ADVERTISING OPPORTUNITIES ON MYCITI BUSES AND SHELTERS.

CONTRACT PERIOD: From Date of Commencement to 30 June 2024

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) GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. General
3. Patent rights
4. Payment
5. Prices
6. Interest on overdue payment
7. Penalties
8. Occupational Health & Safety
9. City of Cape Town Liability
10. Indemnity
11. Insurance
12. Settlement of disputes
13. Breach
14. Compliance with requirements
15. Escalation
16. Delivery and documents
17. Renewal of concession
18. Termination
19. Jurisdiction of the Magistrate's courts
20. Whole agreement, waiver and variation
21. Notices and Appointed addresses
22. Prohibition of restrictive practices
23. Governing Language
24. Applicable Law
25. Taxes and Duties
26. Subcontracts

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 seller and The Service Provider, 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 seller under the contract.
 - 1.4 'Date of commencement' means the date when the contractor receives one fully completed original copy of the memorandum of agreement.

- 1.5 '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.
- 1.6 'Day' means calendar day.
- 1.7 'Performance' means performance in compliance with the conditions of the contract.
- 1.8 'Force majeure' means that neither party is responsible for any failure to perform its obligations under this contract. Such events may include, but are not restricted to, acts of the seller in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 '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.
- 1.10 'Tender document' means the tender document and proposal submitted by The Service Provider in response to the City of Cape Town's invitation to tender.
- 1.11 'VAT' means the tax, known as Value Added Tax, which is required to be levied and paid for the benefit of the National Revenue Fund in terms of Section 7 of the Value Added Tax Act, 1991, as amended.
- 1.12 'Seller/CCT' means the City of Cape Town. The address of the Seller is: Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.
- 1.13 'Republic' means the Republic of South Africa.
- 1.14 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.
- 1.15 'Service Provider' means the successful tenderer appointed by the Seller.
- 1.16 'Seller' means the City of Cape Town.
- 1.17 'Incident' means Any undesirable occurrence which may take place in the provision of the Service such as accidents involving people.
- 1.18 'Performance Period' means the initial contract period as mentioned in the document.
- 1.19 'Resources Infrastructure' means the people, equipment, tools, finance, etc. necessary to provide the Service described in this document.
- 1.20 'This Document' means the Tender Document; Contract Document; Agreement: The combined and total document, including all sections listed in the Index and which forms the tender document during the tender period and will form the basis of a formal contractual agreement between the successful or winning tenderer and the City of Cape Town.
- 1.21 'SMME Companies' means SMME stands for Small Medium Micro Enterprise. SMME are companies that are below R5 million turn over per annum, this is the standard for generic broad-based BEE scorecard purpose.
- 1.22 'Qualifying Small Enterprises (QSEs)' Means a qualifying 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 Empowerments Act

2. GENERAL

- 2.1 Unless otherwise indicated in the bidding documents, the seller 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.

- 2.2 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 15.
- 2.3 All parties in a joint venture or consortium shall be jointly and severally liable to the Seller in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 2.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities.
- 2.4.1 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.
- 2.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the service provider, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 2.5 The Service Provider shall:
- 2.5.1 Arrange for the documents listed below to be provided to the City of Cape Town prior to the issuing of the letter of appointment:
- a) Proof of Insurance (Refer to Clause 13) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licenced compensation insurer (Refer to Clause 10.7)
 - c) Submit an Occupational Health and Safety plan
- 2.5.2 Only when notified of the acceptance of the bid, the service provider shall commence with and carry out his obligations in accordance with the contract, to the satisfaction, of the seller.
- 2.5.3 The period of performance will be from the contract commencement date till 30 June 2024.

3. RIGHTS

- 3.1 The Service Provider shall indemnify the City of Cape Town against all third-party claims of whatsoever nature in respect of any infringement of patent, trademark, or industrial design rights or any similar rights arising from the use of the advertising space by the Service Provider.

4. PAYMENT

- 4.1 The payments by the Service Provider to the Seller will be subject to VAT
- 4.2 Payment shall be made by the Service Provider in South African currency (Rand).
- 4.3 Payment of penalties are due and payable as set out in the Penalty Schedule (See annexure A).
- 4.4 Payments must be made to the credit of the City of Cape Town without any deduction or set-off.
- 4.5 All payments are payable by the Service Provider to the Seller by electronic transfer (EFT) or by direct deposit into a bank account of the City of Cape Town, with the following particulars:

NEDBANK LTD
CHEQUE ACCOUNT
BRANCH CODE 196 005
ACCOUNT NO 1158667035

5. PRICES

- 5.1 Payment of the Monthly Rental due to the Seller shall not vary from the rates offered in the Pricing Schedule.

6. INTEREST ON OVERDUE PAYMENT

- 6.1 If the amount by the Service Provider to the Seller in terms of this Agreement is not paid when due, the overdue amounts will bear interest at the rate of 2% above the prime overdraft rate charged by the Seller's bankers, compounded monthly. Such interest will be calculated from the due date of payment and will be paid together with the overdue payment concerned.

7. PENALTIES

The City of Cape Town shall be entitled to impose the Penalties as outlined in the Penalty Schedule (See annexure A).

10. OCCUPATIONAL HEALTH AND SAFETY

- 10.1 The Service Provider shall ensure compliance with the provisions of the Occupational Health and Safety Act 85 of 1993 and all applicable regulations, by all employees of the Service Provider and other contractors on the site. The Service Provider shall provide a suitable health and safety plan appropriate for the contract tendered for
- 10.2. The Service Provider undertakes to complete, prior to the Commencement date, the Occupational Health and Safety Agreement, marked (10) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
- 10.3 The Service Provider acknowledges that for the purposes of the provisions of the Occupational Health and Safety Act, that he shall be deemed to be an employer in his own right.
- 10.4 The Service Provider agrees to adhere to the safety plan and to fully comply with all requirements in terms of this plan including participation in evacuation and emergency procedures.
- 10.5 The Service Provider, by completing (10) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT of the invitation to tender, hereby indemnifies the City of Cape Town in respect of the provisions of the Occupational Health and Safety Act, Act 85 of 1993 ('OHAS Act'), in accordance with the provisions of the OHAS Act.
- 10.6 The Service Provider shall 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.
- 10.7 If the Service Provider is an employer as defined in the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 ('COIDA'), the Service Provider shall attach proof of registration/insurance in terms of COIDA. This may take the form of either 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 Service Provider's broker or the insurance company itself.

11. CITY OF CAPE TOWN LIABILITY

- 11.1 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Service Provider shall be solely liable for and hereby indemnifies and holds the City of Cape Town harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury, loss of life to any individual arising from, out of, or in connection with the provision by the Service Provider in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the City of Cape Town.
 - b) loss of or damage to the property of the City of Cape Town, the Property, or of any person on the Property arising from, out of, or in connection with the provision of services by the Service Provider in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the City of Cape Town;
- 11.2 The Service Provider and/or its employees, agents, vendors, suppliers, contractors or customers shall not

have any claim of any nature against the City of Cape Town for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the City of Cape Town or its agents or employees.

- 11.3 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 the City of Cape Town 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 the loss was actually foreseen or reasonably foreseeable) sustained by Service Provider, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information, loss of contracts or consequential losses.

12. INDEMNITY

- 12.1 **Risk Management and Insurance taken out by Service Provider** must, in respect of the occupied space, make sure that:

12.1.1 The risks inherent in retailing operations are managed,

12.1.2 The adequate insurance as approved by City of Cape Town is in place to cover:

- a. Service Provider's vendor's liability insurance.
- b. All on-site assets / equipment of the Service Provider.

12.1.3 It is expressly recorded and agreed that any loss or damage to the Advertising Site, and any equipment of the Service Provider, as a result of vandalism or other wilful or accidental damage shall be the responsibility of the Service Provider, who shall be obliged to repair and/or replace such lost or damaged assets at its own cost, and shall not be entitled to claim such costs from the Cape Town Stadium in terms of this contract.

12.1.4 The Service Provider shall take all reasonable measures to mitigate the risks that fall within the knowledge of the Service Provider or should have reasonably fallen within its knowledge and attention.

12.1.5 The Service Provider hereby indemnifies the CITY OF CAPE TOWN against any claims from their service providers for losses such service providers have sustained.

12.1.6 The Service Provider's indemnity will not extend to acts or omissions which are attributable to the gross negligence on the part of the CITY OF CAPE TOWN, or anyone acting on its behalf.

13. INSURANCE

- 13.1 Without limiting the obligations of the Service Provider in terms of this contract, the Service Provider shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the Service Provider, covering the Service Provider and the Seller 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 Service Provider, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

- d) Submit an Occupational Health and Safety plan taking the CITY OF CAPE TOWN requirements into account. (See Part 12: Specifications)
- 13.2 The Service Provider shall be obliged to furnish the City of Cape Town with proof of such insurance as the City of Cape Town 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.
- 13.3 The Service Provider will be obliged, at its own cost, to:
- 13.3.1 Ensure that adequate public liability insurance cover is in place with a reputable insurer in order to indemnify all claims against the Seller due to any act or omission which may occur at the advertising sites.

14. SETTLEMENT OF DISPUTES

- 14.1 If any dispute or difference of any kind whatsoever arises between the Service Provider and the City of Cape Town in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 14.2 The City of Cape Town shall appoint an impartial person in terms of Regulation 49 of the Supply Chain Management Regulations, to resolve the dispute should the Parties be unable to resolve it in terms of 14.1 above.
- 14.3 Should it not be possible to settle a dispute in terms hereof; the Parties may proceed to resolve the dispute/breach in terms of the Contract.
- 14.4 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 Service Provider shall pay the City of Cape Town all monies due.

15. BREACH

- 15.1 Failure to pay the Monthly Rental and / or any penalties due to the Seller:
- 15.1.1 If the Service Provider fails to pay any amount due by it to the City of Cape Town on the due date ("**the Outstanding Amount**"), the City of Cape Town must give the Service Provider 7 (seven) days' written notice requiring payment.
 - 15.1.2 If the Outstanding Amount remains outstanding for more than 7 (seven) days after receipt of a written notice from the City of Cape Town requiring payment, then the City of Cape Town may deliver a written notice of termination of the Contract ("**the Termination Notice**").
 - 15.1.3 Failure to comply with the standards and Specifications as set out in the invitation to tender document shall constitute a material breach of this Contract, in which case the City of Cape Town reserves the right to cancel the Contract without notice.
- 15.2 Other breach

The City of Cape Town will also be entitled to terminate this Contract in the following circumstances:

- 15.2.1 If the Service Provider breaches any provision of this Contract, other than that dealt within clause 15.1 above, and fails to remedy such breach within 7 (seven) days from receiving written notice by the City of Cape Town requiring that such breach be remedied;

- 15.2.2 If the Service Provider is cited as the subject of any provisional or final liquidation, sequestration, judicial management proceedings or business rescue proceedings;
 - 15.2.3 If the Service Provider convenes a meeting of its members/creditors to consider the passing of a resolution to place it in voluntary liquidation;
 - 15.2.4 If the Service Provider attempts to effect any compromise with its creditors, apart from in the course of a reconstruction or amalgamation; and/or
 - 15.2.5 If the Service Provider commits any act of insolvency then the City of Cape Town may deliver the Termination Notice to the Service Provider.
- 15.3 The Termination Notice will be without prejudice to any other claim the City of Cape Town may have against the Service Provider including the right to claim damages due to such breach and/or termination.
- 15.4 Service Provider Disputes Termination
- 15.4.1 If the Service Provider disputes the Termination Notice and continues to remain in occupation of the Advertising Site pending the determination of the dispute, the following provisions will apply:
 - 15.4.1.1 The Service Provider will continue to make all payments in terms of this Contract on the due date;
 - 15.4.1.2 The acceptance by the City of Cape Town of such payments will be without prejudice to the City of Cape Town's rights to terminate this Contract or any other rights in favour of the City of Cape Town;
 - 15.4.1.3 If any dispute between the City of Cape Town and the Service Provider is determined in favour of the City of Cape Town, then payments made to the City of Cape Town in terms of clause 4 above will be regarded as amounts paid by the Service Provider as damages due to the termination of this Contract and/or the unlawful holding over of the Advertising Sites.
 - 15.4.1.4 The Service Provider shall be liable for all reasonable costs incurred by the City of Cape Town in enforcing any of its rights in terms of this Agreement.
 - 15.4.1.5 The City of Cape Town will be entitled to appropriate any amounts received from the Service Provider towards payment of any debt or amount owing by the Service Provider to the City of Cape Town.
- 15.5 Parties' Rights and Obligations on Termination
- 15.5.1 If this Contract terminates for any reason, the City of Cape Town will be entitled to remove and/or deal as it deems reasonably fit with any possessions of the Service Provider remaining in or on the advertising sites.
 - 15.5.2 The Service Provider will be responsible for any loss, damage or cost directly, indirectly suffered, or incurred by the City of Cape Town due to the Service Provider's possessions remaining in or on the advertising sites following termination of the Agreement.
- 15.6 The City of Cape Town will be entitled to recover from the Service Provider any and all costs which it may incur in enforcing its rights in terms of this Agreement. These costs will include, but will not be limited to, legal costs on the attorney-client scale.

16. COMPLIANCE WITH REQUIREMENTS

- 16.1 The Service Provider will ensure that the required approvals are obtained in order to exercise its rights in terms of this Contract. The required approvals will be obtained before the Service Provider or its vendors, sub-lessees or assignees commences advertising on the advertising sites.

- 16.2 The Service Provider will ensure compliance with all of the reasonable requirements of the City of Cape Town in order to obtain the necessary approvals.
- 16.3 The Service Provider is responsible to effect whatever alterations and/or additions to advertising sites as required in order to comply with relevant legislation applicable to the Service Provider or its vendors, sub-lessees or assignees' business and activities. Any such alterations and/or additions must be made in consultation with and with the written approval of City of Cape Town.
- 16.4 The Service Provider cannot effect such alterations and/or additions unless the relevant plans, specifications and building contracts have first been submitted to the City of Cape Town for consideration and approval.
- 16.5 The Service Provider understands that such plans, specifications and building contracts will require approval of the City of Cape Town.
- 16.6 No further alterations and/or additions to the advertising sites, other than those required in terms of clause 16, can be undertaken by the Service Provider without the prior written consent of the City of Cape Town. Such consent will not be unreasonably withheld by the City of Cape Town.
- 16.7 If any relevant law requires plans and/or specifications to be passed so that the Service Provider approved alterations and/or additions may be effected, the Service Provider must submit these plans and/or specifications to the City of Cape Town.
- 16.8 The Service Provider will be responsible for the costs of all approved alterations and/or additions to the advertising sites.

17. ESCALATION

- 17.1 Prices will be subject to Contract Price Adjustment as per Returnable Schedule 8.

18. DELIVERY AND DOCUMENTS

- 18.1 Delivery of the service shall be made by the Service Provider in accordance with the terms specified in the contract.

19. RENEWAL OF CONCESSION

- 19.1 No automatic renewal option is granted in terms of the Contract.
- 19.2 The City of Cape Town may, at its own discretion, agree with the Service Provider to extend the Period of the Contract, on the terms and conditions as may be agreed between the Parties and subject to compliance with relevant legislation and policies.
- 19.3 Any agreement to extend the Period of the Contract beyond the expiry date must be concluded in writing and signed by the Service Provider and the City of Cape Town, or their authorised representatives.

20. TERMINATION

- 20.1 Either Party may terminate this Contract at any time by providing three months' written notice to the other Party. This provision does not remove the rights that the Parties may have under any other legislation which take preference over this Contract.
- 20.2 After expiry of the Period of the Contract or on termination of this Agreement the Service Provider shall at the discretion of the City of Cape Town, immediately return the advertising sites in good order and condition, fair wear and tear excepted: -

- 20.3 The City of Cape Town may at any time terminate the contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the City of Cape Town.
- 20.4 Upon the death of the Service Provider who was a Sole Proprietor, or a sole member of a Close Corporation, the contract will terminate forthwith. The City of Cape Town shall pay to the tenderer's estate any money which it considers due under the Contract.
- 20.5 Notwithstanding the provisions of clauses 26 and 21 of this Agreement, the Service Provider shall not be liable for damages or termination if and to the extent that it is delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 20.6 If a force majeure situation arises, the Service Provider shall promptly notify the City of Cape Town in writing of such condition and the cause thereof. Unless otherwise directed by the City of Cape Town in writing, the Service Provider shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

21. JURISDICTION OF THE MAGISTRATE'S COURTS

- 21.1 The Parties to this Agreement consent in terms of Section 45 of the Magistrate's Court Act, 32 of 1944, as amended, in respect of any action or proceeding arising out of or in connection with this Agreement, to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Sections 28 and 29 of the said Act.
- 21.2 Whilst the Parties consent to the jurisdiction of the Magistrate's Court, in terms of Section 45 of the Magistrate's Court Act, nothing prevents either Party from instituting proceedings out of the High Court, having jurisdiction.

22. WHOLE AGREEMENT, WAIVER AND VARIATION

- 22.1 This agreement embodies the whole agreement between the Parties. No other agreement, whether oral, implied or otherwise, will be of any force and effect unless it is reduced to writing and signed by the Service Provider and the City of Cape Town, or their duly appointed representatives. There has been no representation which forms part of this agreement which has not been included herein.
- 22.2 Any relaxation, indulgence or waiver which the City of Cape Town may grant to the Service Provider or any condonation by the City of Cape Town of any breach of the terms of this Agreement will not become binding on the City of Cape Town. The City of Cape Town will at all times be entitled to claim due and prompt performance by the Service Provider of all of the Concession's obligations in terms of this Agreement.
- 22.3 No variation of the terms of this Agreement will be of any force or effect unless reduced to writing and signed by the Service Provider and the City of Cape Town, or their duly appointed representatives.

23. NOTICES AND APPOINTED ADDRESSES

- 23.1 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 email– one (1) working day after transmission
- 23.2 The Service Provider appoints the following address as the place at which it will accept all notices required in terms of this Agreement (also known as the Service Provider's *domicilium citandi et executandi*):

Physical Address:

.....
.....

Attention:

23.3 The City of Cape Town appoints the following address as the place at which it will accept all notices required in terms of this Agreement (also known as the City of Cape Town’s *domicilium citandi et executandi*): Physical Address:

Transport Management Centre (TMC) Corner Smartt and Hugo Streets,
Goodwood,
Cape Town,
Attention: Tony Le Fleur.....

23.4 Any notice required to be given in terms of this Agreement will be deemed to have been received as if notice is delivered by hand at the address appointed by the relevant Party in terms of clause 24.1 above, the notice will be deemed to have been received on the date of delivery if that day is a business day. If that day is not a business day, the notice will be deemed to have been received on the following business day.

24. PROHIBITION

24.1 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).

24.2 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.

24.3 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.

25. GOVERNING LANGUAGE

25.1 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.

26. APPLICABLE LAW

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

27. TAXES AND DUTIES

27.1 In this regard, it is the responsibility of the concessionaire to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the COCT at the Service Provider Management Unit located within the Service Provider Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

27.2 The **VAT registration** number of the CITY OF CAPE TOWN is **4740106887**

28. SUBCONTRACTS

28.1 The Service Provider shall notify the Seller in writing of all sub contracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Service Provider from any liability or obligation under the contract.

(8) FORM OF GUARANTEE / PERFORMANCE SECURITY

Not Applicable

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Service Provider" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) 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.
Constantia 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.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

(9) FORM OF ADVANCE PAYMENT GUARANTEE

Not applicable

(10) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

..... ,
(Service Provider/Mandatory/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

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

Logo

Letterhead of Service Provider's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

NAME OF Service Provider: _____

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: _____ (Service Providers Insurance Broker)

(12) SPECIFICATION(S)

1. Definitions

In this Agreement, unless otherwise provided or the context otherwise requires:

"**Advertisers**" means any third party to which the Advertising Contractor has sold any Advertising Site/s;

"**Advertising Contractor**" means the successful tenderer in respect of this Tender;

"**Advertising Guideline**" means the Guidelines for Advertising on the City of Cape Town's Public Transport Infrastructure that applies to advertising on all CCT Public Transport Infrastructure, including MyCiTi, and may be reviewed and updated from time to time.

"**Advertising Sites**" means the MyCiTi Infrastructure as identified in this document:

- a) The back of MyCiTi buses; and
- b) Posters space at approved MyCiTi bus shelters.
- c) Excluding, at the election of the CCT, sites that are removed from the list of approved sites by way of a Service Notice to the Advertising Contractor;

"**ARB Code**" means the Code of Advertising Practice of the Advertising Regulatory Board based upon the International Code of Advertising Practice, prepared by the International Chamber of Commerce as applicable in South Africa;

"**Authorised Representative/s**" means person/s authorised by the CCT and the Advertising Contractor respectively and which shall include authorised persons to whom their roles have been delegated and regarding which the relevant Party has advised the other Party in writing;

"**Business Days**" means any day of the week except a Saturday, Sunday or any public holiday in the Republic of South Africa;

"**Bus Shelter**" means a roofed feeder stops and includes an area of 5m in every direction measured from the outside of the structure constituting the bus shelter, unless such space is limited by a fence or property boundary in which case the said fence or property boundary border shall be the extent in that direction, and provided that the structure shall be deemed to include any area within the bus shelter;

"**Bus Stop**" means a place where a MyCiTi bus stop, along a route, to pick up and drop off passengers and is identifiable either by a shelter or totem.

"**Bus Totem**" means a branded pole indicating a feeder stop and includes an area of 5m in every direction measured from the stop pole, unless such space is limited by a fence or property boundary in which case the said fence or property boundary border shall be the extent in that direction;

"**City**" or "**CCT**" means the City of Cape Town, a metropolitan municipality, established in terms of Local Government: Municipal Structures Act, 117 of 1998;

"**City Assets**" or "**CCT Assets**" means any property belonging to the CCT in respect of which the CCT has an insurable interest and includes all MyCiTi branded assets;

"**Commencement Date**" means the date of commencement on which the contract becomes active.

"**Contract Manager**" means the CCT's Authorised Representative responsible for the management of this contract and associated systems and procedures;

"**Contractor's Representative**" means the person appointed by the Contractor to perform all tasks and take all responsibilities in respect of the implementation of this contract;

"**EMD**" means the CCT's Environmental Management Department

"**Internally Illuminated Sign**" means an advertisement or structure used to display an advertisement which has been installed with electrical or other power and an artificial light source which is fully or partially enclosed within the structure or sign and which light is intended to illuminate the advertisement or a portion thereof."

"Inventory" means a list of Advertising Sites available for lease to third parties:

- a) as described in the Tender Document; or
- b) as further advised by the CCT in terms of a Service Notice; or
- c) by agreement between the Parties;

"Month" means a calendar month, and Monthly shall have the same meaning;

"MyCiTi" means the registered trademarked public transport service provided by the CCT as part of its Integrated Rapid Transit initiative;

"MyCiTi Brand Manager" means the CCT Official responsible for the management of the MyCiTi brand;

"MyCiTi Infrastructure" means any CCT Asset that carries the MyCiTi brand;

"Operations and Maintenance Manuals" means the manuals (available at www.myciti.org.za/en/advertising-opportunity) containing the specifications and stipulations in terms of which the Advertising Contractor must perform its tasks;

"Parties" means the CCT and the Advertising Contractor;

"Penalty" means those penalties imposed on the Advertising Contractor in terms of the Penalty Schedule and Table;

"Penalty Schedule" means the schedule of penalties attached to this contract as [Annexure A](#);

"Poster" means a piece of printed material, attached to the dedicated panel or panels at approved bus shelter, that may contain both textual and graphic elements;

"Price Schedule" means the price schedule on page 29;

"Rand" or **"R"** means the lawful currency in the Republic of South Africa;

"Service Notice" means a notice issued, from time to time, by the Contract Manager to the Advertising Contractor, containing service related communication and/or instruction;

"Services" means:

- a) The leasing of the stipulated Advertising Sites by the Advertising Contractor for the purpose of selling these advertising opportunities to prospective advertisers;
- b) The Advertising Contractor's responsibility to maintain the MyCiTi stops and shelters;
- c) The Advertising Contractor's responsibility to effect repairs to damaged stops and shelters;

"Under-disclosure Penalty" means an under-disclosure of actual Advertising Sites sold by the Advertising Contractor based on the information provided by the Advertising Contractor, to the extent that there is a discrepancy between Advertising Sites as specified by the Advertising Contractor or vacant Advertising sites identified by the CCT. The Penalty will be imposed as per [Annexure A](#);

"Vandalism" means any action involving the deliberate destruction of or damage to MyCiTi advertising related infrastructure, including theft, damage and defacement;

"VAT" means value-added tax in terms of the Value-Added Tax Act No 89 of 1991, as amended;

"Vehicle Operating Company" or **"VOC"** means the company/ies appointed by CCT to operate and manage MyCiTi busses on its behalf.

Words and expressions defined in any particular sub-clause shall, for the purpose of that particular clause of which that sub-clause is part, bear the meaning assigned to such words and expressions in the sub-clause.

In this Contract:

- a) unless expressly stated to the contrary, where the Parties are required to **"agree"**, **"notify"** or **"approve"**, they shall do so in writing, and for this purpose, writing shall include telefax or email, and **"agreement"**, **"notification"** and **"approval"** shall have similar meanings;

- b) references to a statutory provision include any subordinate legislation made from time to time under that provision and include that statutory provision (including subordinate legislation) as modified or re-enacted from time to time;
- c) words importing the masculine gender include the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and natural persons include artificial persons and vice versa, unless inconsistent with the context in which such words appear;
- d) references to a "**person**" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- e) if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- f) any definition, wherever it appears in this Contract, shall bear the same meaning and apply throughout this Contract unless otherwise stated or inconsistent with the context in which it appears;
- g) if there is any conflict between any definitions in this Contract then, for purposes of interpreting any clause of this Contract or paragraph of any Annexure, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in this Contract;
- h) any provision in this Contract which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Contract shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (ie *pro non scripto*) and severed from the balance of this Contract, without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction;
- i) the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;

The rule of construction that, if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" or "*such as*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

2. Advertising opportunity

- 2.1. The CCT has identified the sale of advertising space on MyCiTi as a potential source of income to contribute to the running of public transport services in the CCT. The **advertising sites**, for the purpose of this contract, is limited to **MyCiTi shelters and the back of MyCiTi buses**.
- 2.2. The successful tenderer will also be responsible for repairs and maintenance to all MyCiTi stops irrespective of whether or not advertising is allowed at that stop.
- 2.3. The CCT wishes to appoint a suitable service provider (hereafter referred to as the Advertising Contractor) to assist them in realising this revenue stream. In the context of this tender the reference to the Advertising Contractor will also imply companies. In addition to the marketing, erection and maintenance of outdoor advertising it is important that the Advertising Contractor be aware that the MyCiTi brand is an important contributor to public opinion and support of the service.

3. Context

- 3.1. Cape Town is one of the most iconic cities in the world with many sites that have been classified as heritage sites based on its historical context. Therefore, historical, heritage and environmental factors must be taken into account when advertising opportunities are considered.
- 3.2. MyCiTi is a public transport service provided to everyone without discrimination on any basis. Therefore, there are sensitivities and constraints placed on advertising in line with the:
 - a) Constitution of the Republic of South Africa, Act 108 of 1996;

- b) Province of Western Cape, Provincial Gazette. City of Cape Town Outdoor Advertising and Signage By-law, No 10518: 5 December 2001;
 - c) City of Cape Town. Outdoor Advertising and Signage Policy (policy number 12513), Approved by Council: 28 August 2013;
 - d) Advertising Regulatory Board's [Code of Advertising Practice](#);
 - e) Government Communication and Information Service's Government Communication Policy, Approved by Cabinet: 22 August 2018; and
 - f) Guidelines for Advertising on the City of Cape Town's Public Transport Infrastructure.
- 3.3. MyCiTi buses and bus shelters offers premium outdoor advertising opportunities, however, prospective tenderers must understand that MyCiTi is a registered trade mark within the government space which limits the type of advertising that may be approved.
- 3.4. The aim of this tender is for the CCT to derive income from the advertising opportunities on MyCiTi and ensure the upkeep of the bus totems and shelters.
- 3.5. The overall objective is to maximise sustainable revenue to the CCT through the marketing of advertising space on MyCiTi infrastructure to the mutual benefit of the CCT, the advertisers and the Advertising Contractor.
- 3.6. The marketing as well as the efficient and effective management of these advertising opportunities must be sensitive to the natural and cultural heritage of Cape Town as well as to the CCT and MyCiTi brands.
- 3.7. The MyCiTi system map, updated June 2020, gives good insight into routes, stops and fares. The latest version of the [map](#) is available at www.myciti.org.za.
- 3.8. The MyCiTi has identified advertising space on the back of its fleet of buses and poster space at bus shelters. Currently there are:
- a. 374 buses operating on the service;
 - b. 405 bus shelters. Advertising is prohibited on 69 of these shelters;
 - c. 249 bus totems.
- 3.9. The scope of work covers the services that must be provided while the number of opportunities available and/or stops and shelters to be maintained and/or repaired, may change over the course of the contract.
- 3.10. This information provided in this tender regarding the available opportunities are accurate on the date this tender was advertised.

4. Rules

- 4.1. Legislation, regulations and policies, including the City of Cape Town's Outdoor Advertising By-Law and the Advertising Guideline, determines where advertising is allowed as well as what is and is not allowed in terms of content and visuals.
- 4.2. The above mentioned legislation and policies, including the Advertising Guideline, determines what content will be allowed. This includes that no advertising of alcoholic beverages are allowed on any MyCiTi advertising sites.
- 4.3. No advertisement may be placed on any MyCiTi infrastructure before the approval process has been concluded - refer to clause 6.
- 4.4. Advertising or signage erected on the advertising sites may not cover any MyCiTi branding, statutory signage or MyCiTi system information, all of which must be fully visible.
- 4.5. No approved site may be left unutilised.
- 4.6. The MyCiTi logo and all infrastructure, where the brand is clearly visible, may not be used by the Advertising Contractor or any of its clients, without the express authorization by the MyCiTi Brand Manager.
- 4.7. The Advertising Contractor may-

- 4.7.1. Take photos of the back of a MyCiTi bus in order to provide evidence of the advertising and/or to be used in their promotion of the MyCiTi advertising opportunities but the side of the bus and its brand application may not be visible.
- 4.7.2. Take photos of the advertising on shelters but the totem pole and the MyCiTi brand may not be included in the photo.
- 4.8. MyCiti is a registered trademark and no service provider to the CCT or any other party may use the logo or brand, however, service providers may reference the fact that they provide services to MyCiti but in text only.

5. Utilisation of Advertising Sites by MyCiTi/CCT Marketing

- 5.1. Unsold approved sites may be used by the CCT or MyCiTi to run its own advertising campaigns.
- 5.2. The CCT and MyCiTi will be liable for the design of artwork only but may not provide it to the Advertising Contractor in which case there will be no cost to either CCT or MyCiTi.
- 5.3. The Advertising Contractor will be required to print, install and maintain the material as well as remove it upon expiry, at no cost to the CCT or MyCiTi.
- 5.4. MyCiTi will provide the Advertising Contractor with the artwork to be used at unapproved sites and to replace expired advertising artwork at approved sites.
- 5.5. MyCiTi may ask the Advertising Contractor to replace material but undertakes not to do this until existing material has expired.
- 5.6. The CCT and/or MyCiTi may wish to run advertising campaigns on MyCiTi buses and shelters. The Advertising Contractor will make these available to the CCT and/or MyCiTi, at the rates stipulated in Part **(5) PRICE SCHEDULE**, once the sites become available.

6. Advertising Artwork Approval Process

Approval must be obtained from the MyCiTi Brand Manager and EMD before the Service Provider may conclude the sale with any prospective advertiser.

- 6.1. Advertising Contractor obtain the proposed artwork from the prospective advertiser.
- 6.2. This proposed artwork is presented to the following CCT Officials for consideration:-
 - 6.2.1. The MyCiTi Brand Manager
 - 6.2.2. The EMD Officials
 - 6.2.3. The Contract Manager
- 6.3. If the MyCiTi Brand Manager indicates, in writing, that the CCT has no objection to the artwork and the EMD Officials raise no concerns, the Contractor may conclude the sale and apply the artwork.
- 6.4. If the MyCiTi Brand Manager and/or the EMD Officials objects to the artwork, they will inform the Contract Manager who will engage the Contractor.
- 6.5. The Contractor may dispute the objection by submitting their dispute, in writing, to the Manager: Public Transport Facilities Management whose decision will be final.
- 6.6. Irrespective of the CCT Outdoor Advertising Bylaw or the ARB Code of Advertising Practice, the CCT may, in its sole and absolute discretion, reject any advertisement that the Advertising Contractor intends to display on the Advertising Sites.
- 6.7. It is the intention of the CCT to issue a notification of such approvals / refusal to the Advertising Contractor as soon as is reasonably possible.

7. Advertising on Buses - Opportunities

7.1. The MyCiTi bus fleet currently consists of seven bus types.

Bus Type	Specification	Total
Volvo	High Floor – 12 Metre	44
Volvo	High Floor – 18 Metre	8
Volvo	Low Floor – 12 Metre	19
Volvo	Low Floor – 18 Metre	20
Optare	Low Floor – 9 Metre	218
Scania	High Floor – 12 Metre	41
Scania	High Floor – 18 Metre	24

Please refer to [Annexure F](#) for visual representation of the advertising space per bus type.

7.2. MyCiTi is a strong brand. In order to protect the MyCiTi brand value, only the back of the buses are available for advertising.

7.3. The buses differ when viewed from the back, therefore, two types of branding is allowed:

7.3.1. Decal type branding that covers the back window only. The space available may be extended to include the entire area above the engine compartment door as indicated by the green rectangle in Annexure F.

7.3.2. Decal type branding that runs across the expanse of the back of the bus including the window.

8. Advertising on Buses – Contractor’s Responsibilities

8.1. The Advertising Contractor must make the necessary arrangements with the VOC for installation, maintenance, inspection and removal of advertising material being fully aware that:

8.1.1. Disruptions to the Transport’s public transport service is avoided and if unavoidable, is minimised.

8.1.2. Any costs associated with this will be for the Advertising Contractor’s account and should be negotiated and settled directly with VOC contractors.

8.2. The Advertising Contractor must make arrangements with the VOC to ensure that buses that are utilised for advertising are those that are scheduled to be on the road for the period during which the advertising is applied.

8.3. The Advertising Contractor must ensure that installation and removal of advertising does no damage to the branding and/or bus either materially or aesthetically.

8.4. The Advertising Contractor must repair the damage as specified in the penalty schedule, in collaboration with VOC to the satisfaction of the VOC and the CCT. It is recommended that all repairs to buses be done through the CCT’s specified contractors.

9. Co-Operation with other MyCiTi Contractors

9.1. Where any interaction between the Advertising Contractor and any other CCT/MyCiTi contractors is required for the purposes of implementing and/or executing the terms of this contract, the Advertising Contractor shall use its best endeavors to co-operate with such other MyCiTi contractors and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with such contractors.

9.2. Should the Advertising Contractor and the other MyCiTi contractors fail to reach an agreement as contemplated in 9.1, the CCT shall be entitled to issue a Protocol to regulate their interaction or make a final determination in the event of a dispute between the Advertising Contractor and any other CCT/MyCiTi contractor.

9.3. Notwithstanding the provisions above, the CCT shall at all times be entitled to issue Protocols to regulate the interaction between the Advertising Contractor and other MyCiTi contractors. The Advertising

Contractor shall be obliged to follow such Protocols, which, in the event of a conflict, shall supersede any agreement concluded between the Advertising Contractor and other MyCiTi contractors.

10. Advertising on Shelters

The stops along the MyCiTi routes are referred to as totems (totems and reduced totems) and shelters (full, cantilever and extended full shelters).

There are three shelter designs but not all of them are available for advertising. [Annexure C](#) provides a summary of the shelters per location and [Annexure B](#), a schedule of shelters not approved for advertising. Refer to [Annexure D](#) for a link to the full MyCiTi Stop Master Plan.

No advertising is allowed on stand-alone MyCiTi permanent or temporary totems demarcating a bus stop.

Architectural drawings and an artist's impression of the full shelter depicting the space available for advertising, shown in yellow, are provided in [Annexure G](#).

10.1. Full Shelter

The advertising panel that is available is best seen from the side elevations. It is 1250mm x 1850mm and advertising can appear on both sides. It could be backlit or not.

10.2. Cantilever Shelter

The 1250mm x 1890mm advertising panel faces the road so there is only one panel available.

10.3. Extended Shelter

The extended shelter is an extended version of the full shelter with advertising space that is exactly the same as that of the full shelter.

10.4. Additional Shelters

MyCiTi may introduce new stops and shelters during the course of this contract, the advertising opportunity will only become available after approval has been received from EMD.

11. Illuminated Signs at Shelters

11.1. In areas designated for posters, the advertising contractor may apply to the EMD for approval to install and maintain, at its own cost, illuminated sign.

11.2. The advertising contractor shall be responsible for the electricity costs and any other costs incurred including reinstatement upon notification from the CCT to do so.

12. Digital Media at Shelters

12.1. An opportunity may exist to install digital advertising at certain bus shelters, provided that:

12.1.1. The identified sites lend itself to such media;

12.1.2. The EMD approve the installation of such digital advertising infrastructure in terms of Section 27 of the Outdoor Advertising and Signage By-law, as it is a requirement that any site proposed for digital advertising must be submitted for designation before any formal signage application can be submitted for consideration to EMD; and

12.1.3. In addition to providing the screens, the Advertising Contractor will also be required to supply all other hardware and software needed to effectively use the opportunity and maximise revenue for the CCT. The Advertising Contractor will furthermore be responsible to supply all electrical and data connectivity to the media and will be responsible for the cost of continuing to provide the service for the duration of the contract.

12.1.4. All costs and risk shall be borne by the Advertising Contractor.

- 12.2. Should the contract be terminated at any time during the contract term, the installed infrastructure and screens shall become the property of the CCT.
- 12.3. Should the contract run its course, the Advertising Contractor will be required to remove all media and return the shelter to a condition acceptable to the CCT at its own cost, before the contract expiry date.

13. Inventory

- 13.1. The CCT will, upon commencement of this contract, provide the Advertising Contractor with an Inventory of all available advertising space. This inventory will form the basis for administration of advertising space.
- 13.2. The Advertising Contractor may, within 15 (fifteen) calendar days after the date of issue of the Inventory, recommend corrections to the Inventory to the CCT, motivating such corrections. The CCT shall amend the Inventory accordingly unless the CCT disputes such recommended corrections.
- 13.3. If the Advertising Contractor fails to recommend corrections to the Inventory within 15 (fifteen) calendar days after the date of issue of the Inventory, such Inventory shall be deemed to have been accepted by the Advertising Contractor and the Advertising Contractor shall waive all claims in relation to such Inventory and any right to dispute such Inventory.
- 13.4. Any changes to the Inventory will be communicated by the CCT to the Advertising Contractor through the issuing of a new Inventory. The process outlined in clauses 13.2 and 13.3 will follow where after the new Inventory will become the basis for the administration of advertising space.

14. Damage Resultant from Advertising

- 14.1. The Advertising Contractor must ensure that there is no damage to MyCiTi infrastructure at shelters as a result of advertising activities.
- 14.2. The Advertising Contractor must ensure that installation and removal of advertising does no damage the branding and/or infrastructure either materially or aesthetically.
- 14.3. The Advertising Contractor must repair the damage, referred to in 14.1 above, to the satisfaction of the CCT.

15. Administrative Responsibilities

- 15.1. The CCT will give the Advertising Contractor notice of new advertising opportunities becoming available through a Service Notice, issued by the CCT Contract Manager informing the Advertising Contractor of the new advertising opportunity. The Advertising Contractor:
 - 15.1.1. Must obtain approval from EMD, within 7 (seven) business days from receipt of the Service Notice, to utilise the space for advertising purposes.
 - 15.1.2. Will be liable to be penalised should the Advertising Contractor fail to make this application within the stipulated period as per 15.1.1. Whatever number of days, they are late with their application, will be subtracted from the time in which they have to take the site to market.
 - 15.1.3. Must, within 60 (sixty) calendar days from the date of their application for permission, obtain approval from the EMD. The Advertising Contractor is obliged to provide proof that every effort was made to obtain approval within the 60 (sixty) calendar days, however, if the Advertising Contractor did make every effort but approval could not be secured within the stipulated period, the Advertising Contractor will not be penalized unless the delay was caused by its own non-compliance.
 - 15.1.4. Must, within 30 (thirty) calendar days from the date of approval by the EMD, take the advertising opportunity to market.
- 15.2. Any spaces let for the first time, after the start of the contract or if a newly added advertising space is applied for less than a calendar month, the following will apply:
 - 15.2.1. If the site is applied for less than 15 (fifteen) calendar days, the site will be considered to have been unutilised for that calendar month.

- 15.2.2. If the site is applied for more than 15 (fifteen) calendar days, the site will be considered as having been utilised for the full month.
- 15.3. The Advertising Contractor is to provide the CCT with media schedules as these are approved by their clients. These schedules must include:
 - 15.3.1. The space that will be utilised.
 - 15.3.2. The period the space will be utilised.
- 15.4. The Advertising Contractor must ensure compliance to all legislation, regulations, policies and processes stipulated in this contract as well as communicated by the CCT from time to time.

16. Additional Shelter Advertising Space

- 16.1. The CCT undertakes to issue a Service Notice to the Advertising Contractor when new advertising sites become available for rental to third parties.
- 16.2. The Service Notice will be issued at least 30 (thirty) calendar days before any such Advertising Site(s) become available in order to afford the Advertising Contractor sufficient time to market such Advertising Site(s).
- 16.3. The CCT shall at all times be entitled to change the allocation of Advertising Sites by way of a Service Notice which will be issued to the Advertising Contractor 30 (thirty) calendar days prior to such change becoming effective.

17. CCT's Environmental Management Department Approval

- 17.1. Where the Advertising Contractor is required, in terms of by-law or regulations, to obtain approval from the EMD to advertise on a potential advertising site, the CCT (through the Contract Manager) shall notify the Advertising Contractor in the Service Notice that the relevant advertising site is becoming available subject to approval by the EMD.
- 17.2. In the event that approval by the EMD is required to advertise on a potential advertising site, the Advertising Contractor must lodge an application for approval to advertise on such Advertising Site within 7 (seven) business days after receipt of the Service Notice and must, within 1 (one) business day after the date on which the application (as per Part B of the City's Outdoor Advertising and Signage By-Law) is lodged, notify the CCT that application has been made and provide a copy of such application to the CCT Contract Manager.
- 17.3. If the Advertising Contractor lodges an application for approval by the EMD to advertise on an advertising site within the aforementioned 7 (seven) business days:
 - 17.3.1. It is estimated that the application will be approved or rejected within 90 (ninety) calendar days from the date on which the application is lodged with the EMD - this period will be extended unless the application is rejected due to incomplete submissions or failure on the part of the Advertising Contractor to timeously provide any required information;
 - 17.3.2. If the application is rejected due to incomplete submissions or incorrect procedures being followed or failure to provide any required information, the period will not be extended and the relevant fees for the site will become due 90 (ninety) calendar days after the date the application was lodged; and
 - 17.3.3. if approval is granted by the EMD, the Advertising Contractor shall take such approved Advertising Site to market within 30 (thirty) calendar days from the date on which approval is granted.
- 17.4. If the Advertising Contractor does not lodge an application for approval by the EMD to advertise on an Advertising Site within the aforementioned 7 (seven) business days in clause 17.3, the Advertising Contractor shall be liable for:
 - 17.4.1. a Penalty in accordance with the Penalty Schedule; and

- 17.4.2. Monthly rental in respect of that Advertising Site, as contemplated in clause 23 from the 98th calendar days after the date on which the Advertising Contractor received the Service Notice (regardless of the date on which the approval is actually granted or on which that Advertising Site is actually sold to an Advertiser); provided that if the application is subsequently rejected, the Advertising Contractor shall, in respect of that Advertising Site, only be liable to pay the Monthly rental for the period calculated between the aforesaid 98 (ninety eight) calendar days and the date on which the application is actually rejected. There shall be no rebates in respect of any rental due or already paid by the Advertising Contractor in respect of that Site.

18. Legalisation of Advertising not Authorised by the CCT

In the event that the Advertising Contractor find any existing advertising on Advertising Opportunities forming part of this contract, or precincts forming part of the contract, the Advertising Contractor shall be obliged to apply the following protocols:

- 18.1. Report the matter to the CCT Project Manager.
- 18.2. Report the matter to the CCT EMD and enquire if the advertising has been approved.
- 18.3. If the advertising is not approved, the EMD and CCT Contract Manager will take necessary joint action in terms of the CCT By-law to have it removed/legalized. CCT Contract Manager will reclaim costs of removal from the offending party/ies.
- 18.4. In the event of the advertising being legally applied, report back to the CCT Contract Manager for further instruction.
- 18.5. Keep the CCT Contract Manager informed on the progress on the removal of the advertising.
- 18.6. Take the necessary steps as stipulated in this tender to acquire approval and take approved opportunities to market.
- 18.7. For the sake of this clause, legal advertising shall mean advertising approved by both the EMD and the CCT Contract Manager.

19. Cleaning of MyCiTi Bus Precincts (Shelters and Totems)

The Advertising Contractor will be responsible for the cleaning of all MyCiTi bus precincts which constitutes an area of 5m in every direction around the bus stop (unless this area is restricted by a fence, a border or a road) irrespective of whether or not advertising is allowed at that location.

19.1. Cleaning methods, materials and equipment

- 19.1.1. The Advertising Contractor must ensure that the cleaning equipment, materials and methods used are not abrasive or detrimental in any way to any of the surfaces in and around the MyCiTi stops.
- 19.1.2. In this regard, the Advertising Contractor must adhere to all requirements set out in the Operations and Maintenance Manuals.
- 19.1.3. The Cleaning equipment must be kept in an excellent condition at all times, fair wear and tear excepted provided that the condition does not deteriorate beyond "good".
- 19.1.4. The Advertising Contractor must provide all equipment and materials required to clean the MyCiTi stops.
- 19.1.5. The Advertising Contractor must provide Material Safety Data Sheets ("MSDS") for all proposed chemicals and keep this available for inspection by the CCT.
- 19.1.6. The Advertising Contractor must ensure that no cleaning equipment is left in any public area.

19.2. Cleaning personnel

The Advertising Contractor must ensure that sufficient personnel (a minimum of 12 people including drivers) are employed to render the cleaning services and that such personnel are properly trained in the use of the cleaning equipment and materials as well as in all relevant cleaning procedures and safety precautions which they must

adhere to. Cleaning staff must be included in Schedule 15B.

19.3. Cleaning specifications

- 19.3.1. The MyCiTi bus stops must be cleaned during normal operating hours unless specifically indicated otherwise, while ensuring the least possible disruption or inconvenience to passengers.
- 19.3.2. The Advertising Contractor acknowledges that the cleaning services must include the cleaning of all areas, surfaces and structures within the bus stop area, even higher than 3 meters (“High Cleaning”). Accordingly, the Advertising Contractor must ensure that it has the necessary cleaning equipment and adequately trained personnel to execute High Cleaning. High Cleaning must include but not be limited to the following:
 - 19.3.2.1. electronic and other high signage;
 - 19.3.2.2. totem poles;
 - 19.3.2.3. external signage and
 - 19.3.2.4. external surfaces of the bus stop.
- 19.3.3. MyCiTi bus stops must be cleaned weekly and cleaning activities must include:
 - 19.3.3.1. Scrubbing the floor of each bus stop, cleaning any spots, removing of chewing gum, and ensure that no dirt remains on the ground, against the walls or in corners;
 - 19.3.3.2. Although the CCT Cleansing Department is responsible for sweeping and picking up of litter, as well as clearing all kerbs and the mouth of storm water gully’s, if any litter is found at the time that the Advertising Contractor undertakes the scrubbing, the Advertising Contractor is required to sweep the area around the bus stop as described above, and remove all refuse collected during the cleaning;
 - 19.3.3.3. Removing all weeds that may be growing on paved surfaces;
 - 19.3.3.4. Damp wipe and disinfect all horizontal and vertical surfaces;
 - 19.3.3.5. Removing any graffiti, markings and signs of vandalism;
- 19.3.4. The Advertising Contractor must coordinate with the CCT Cleansing Department to facilitate cleaning prior to the services described in clause 19.3.3.2 above.
- 19.3.5. All papers and other litter must be deposited in the green CCT litter bins, where these have been provided.
- 19.3.6. All weeds removed through weeding must be bagged and removed from the site and must be disposed of in accordance with municipal by-laws.

19.4. Cleaning – Safety and Recordkeeping

The Advertising Contractor must furthermore ensure that:

- 19.4.1. All required safety signage is used during Cleaning to prevent any potential injuries of any staff or persons using the Bus Stops; and
- 19.4.2. A contemporaneous record is kept of the main cleaning activities for each bus stop, including the time of day it was done, when floors were washed, when high-cleaning was done and that such record is always kept available for inspection by the CCT.

20. Maintenance of Shelters and Totems

- 20.1. The Advertising Contractor is required to maintain all MyCiTi stop and shelter infrastructure. The number of shelters and totems to be maintained may increase or decrease over the contract period.
- 20.2. A minimum of 10 (ten) people, including drivers will be required to perform maintenance on MyCiTi stop and shelter infrastructure. The list of maintenance staff must be included in Schedule 15B.

- 20.3. The Advertising Contractor must ensure that maintenance and service plans are in place for all relevant components, structures and equipment in relation to MyCiTi bus stops which it is responsible to maintain, including but not limited to the:
- 20.3.1. Electrical installations;
 - 20.3.2. Signage and advertising displays;
 - 20.3.3. Metal structures and roofs;
 - 20.3.4. Any sheeting;
 - 20.3.5. Benches and seats;
 - 20.3.6. Paved surfaces around stops;
 - 20.3.7. Drains, water channels and gutters; and
 - 20.3.8. All other components, structures and equipment as notified to the Advertising Contractor by the CCT from time to time.
- 20.4. The Advertising Contractor must ensure that all the components, structures and equipment as well as any other parts identified by the Advertising Contractor and/or the CCT for this purpose, are serviced at intervals and levels which accord with the requirements of the manufacturers of those components, structures and equipment.
- 20.5. The Advertising Contractor must maintain and where necessary, replace parts and components of the structures, including but not limited to:
- 20.5.1. Lamp replacements in accordance with manufacturer's lamp life specifications;
 - 20.5.2. Electrical link(cable) between the IRT shelter and the street light pole. To this end the Advertising contractor may need to liaise with the relevant department in the CCT for permission to access the connection in the street light pole; and
 - 20.5.3. Replacement of damaged components, structures and equipment listed in 20.3.
- 20.6. The Advertising Contractor must keep records of all preventative maintenance services and make these records available to the CCT on request.
- 20.7. Save to the extent otherwise provided for in this Contract, items / work covered by guarantees of third parties are excluded from the maintenance and repair obligations placed on the Advertising Contractor in terms of this Contract, although the Advertising Contractor (with the assistance of the CCT, where required) remains responsible for making the necessary arrangements for such work to be completed.
- 20.8. The Advertising Contractor must take all reasonable measures to mitigate the risk of any latent defect at the Bus Stops that falls within the knowledge of the Advertising Contractor or should have reasonably fallen within its knowledge and attention.
- 20.9. The Advertising Contractor shall ensure that all repairs are carried out in the timeframes as described below, unless justification exists for an extension in this time and this has been cleared with the CCT prior to the termination of normal timeframes envisaged below:
- 20.9.1. Where the Advertising Contractor has notified the CCT, in writing, of any repair or maintenance required to any of the stop precincts, the Advertising Contractor shall be afforded a period of 10 (ten) business days to effect the necessary repairs or maintenance from the date of such notification;
 - 20.9.2. Where the Advertising Contractor fails to notify the CCT timeously as contemplated in clause 20.9.1 and the CCT identifies repairs or maintenance required to any of the Maintenance Areas and notifies the Advertising Contractor in writing accordingly, the Advertising Contractor shall then be obliged to effect such repairs or maintenance within 3 (three) business days from the date of such notification;
- 20.10. Failure by the Advertising Contractor to comply with the aforesaid provisions within the stipulated time periods shall attract Penalties in accordance with the Penalty Schedule.

- 20.11. The Advertising Contractor must be obliged to report Monthly to the CCT on the condition of the Advertising Sites and to immediately report any latent and patent defects which it discovers.

21. Repairs to Stops and Shelters

- 21.1. The Advertising Contractor is required to affect repairs at all MyCiTi stop and shelter infrastructure upon instruction from the Contract Manager irrespective of whether or not advertising is allowed at that site. The number of stops and shelters to be repaired may increase or decrease over the contract period.
- 21.2. The advertising contractor will be responsible to repair or replace, at their cost, any stops damaged due to accidents, vandalism or any other act in accordance to clause 22 below.

22. Vandalism and Damage to Infrastructure at Stops

- 22.1. It is expressly recorded and agreed that any damage to bus stops (totems and shelters), by whatever cause, such repair cost shall be for the Advertising Contractor as part of their obligation to maintain such infrastructure.
- 22.2. The Advertising Contractor is also referred to the Luminaire Specifications for totems and shelters included in [Annexure E](#) and should take cognisance of the cost of these units when tendering.
- 22.3. It is in the best interest of the Advertising Contractor that innovative “vandal proof” materials be considered for the infrastructure. However, the proposed use of “vandal proof” materials must be submitted to the CCT Contract Manager, together with detailed specifications, for approval by the relevant department before implementation.
- 22.4. The Advertising Contractor may present the CCT Contract Manager with a plan to address such vandalism and may, only with the prior written approval of the CCT Contract Manager, implement such a plan.

23. Calculation of Monthly Rental

- 23.1. The Monthly rental shall be-
- 23.1.1. The specified rental amount, as set out in the Price Schedule (which shall reflect the Monthly rental payment due by the Advertising Contractor), regardless of whether the advertising spaces are sold. This shall apply to all advertising opportunities.
- 23.1.2. Set at R0 for the first Month following the Commencement Date or the date from which new or additional opportunities are made available to the Advertising Contractor as set out in a Service Notice.
- 23.2. Any invoice that is issued by the CCT to the Advertising Contractor, not disputed within 60 (sixty) calendar days after the invoice date, shall be deemed to have been accepted by the Advertising Contractor who shall waive all claims in relation to such invoice and any right to dispute such invoice.

24. Ownership

- 24.1. Ownership of the MyCiTi Infrastructure and all accessories thereto shall at all times remain the sole and absolute property of the CCT.
- 24.2. Upon termination of this Contract for any reason whatsoever, the Advertising Contractor must:
- 24.2.1. remove any signage and/or advertising material from the Advertising Sites and repair surface and other damage caused by the removal to the satisfaction of the CCT and such costs are to be borne by the Advertising Contractor, failing which the CCT shall attend to same at the cost of the Advertising Contractor, and
- 24.2.2. return to the CCT any materials, which has not been installed, and equipment that was provided to the Advertising Contractor by the CCT for maintenance of Transport’s Public Transport Infrastructure; and shall as directed by the CCT effect any repairs required in respect of such materials and equipment before returning it to the CCT.

25. Service Notices and Protocols

- 25.1. The CCT shall be entitled to issue reasonable Protocols after giving reasonable notice of implementation. Unless a shorter notice is reasonable in the circumstances, the CCT shall give one week's notice of the date upon which Protocols will take effect.
- 25.2. The Advertising Contractor may suggest Protocols for consideration by the CCT.
- 25.3. The CCT shall provide reasonable notice to the Advertising Contractor relating to the implementation of a Service Notice.
- 25.4. The CCT shall be entitled to issue a Service Notice to vary any aspect of the Services in order to meet the requirements of the Service Notice matter, subject to the provisions of the sub-clauses under clause 25.
- 25.5. In the event that a Service Notice is issued, any variation in Services may (but will not necessarily) increase or decrease the Monthly Rental. If there is a change in the Monthly Rental, such change will be based on the rates in the Price Schedule.
- 25.6. When issuing a Service Notice from time to time, the CCT shall set out the Services to be provided, anticipated duration and other relevant details. If no duration is provided in the Service Notice, the implementation of the Service Notice shall continue until such time as a further Service Notice is issued to terminate such implementation. The issuing of Service Notices is subject to the remaining provisions of this Contract.
- 25.7. Once a Service Notice has been issued, the Advertising Contractor shall advise the CCT of additional costs, if any, which arise as a result of the Service Notice. Where such Services are contemplated in the Price Schedule, they shall be rendered at the rates contained in the Price Schedule. Where they are not contemplated in the Price Schedule, the Advertising Contractor shall propose rates for acceptance by the CCT. The CCT may in its discretion accept such rates or require the Advertising Contractor to follow a procurement process in accordance with the CCT Supply Chain Policy, in which case the Advertising Contractor shall be entitled to bid for the provision of the Services, always provided that the integrity of the procurement process is not undermined.
- 25.8. The CCT shall include, in the Service Notice, the reasonable period by which date the Advertising Contractor must complete the action required in said notice.
- 25.9. Once a Service Notice or Protocol has been issued by the CCT, the Advertising Contractor shall be obliged to give effect to such Service Notice or Protocol. Should the Advertising Contractor wish to raise any dispute relating to any aspect of a Service Notice or Protocol, it shall be required to follow the processes set out in this contract.

26. Meetings and Reporting

- 26.1. A monthly contract meeting will be held by no later than the 7th day of the following month to review the contractor's performance and addressing any difficulties being experienced in the rendering of the service.
- 26.2. It is incumbent on the Advertising Contractor to accurately and honestly report on a monthly basis:
 - 26.2.1. Advertising space utilised against the inventory provided.
 - 26.2.2. Maintenance schedules for bus stops.
 - 26.2.3. Schedule of any repairs necessary, for any reason whatsoever, to bus stops and buses that has resulted from their operations and how this is being made good.
- 26.3. The CCT shall be entitled to call meetings with the Advertising Contractor and vice versa, on reasonable notice, for the purpose of addressing any challenges and/or information reasonably requested by the CCT.

27. Penalties

Penalties will be enacted by the CCT against the Advertising Contractor should there be any dereliction of obligation. These penalties have been set out in the [Penalty Table](#).

28. Requirements of Tendering Party

The bidder must submit all of the following to be eligible for consideration. Failure to provide all the required documentation will render the bidder non-compliant.

28.1. Credentials and evidence of previous performance

An overview of the Advertising Contractor's business, including:

28.1.1. An organogram.

28.1.2. Previous experience in Advertising Contract Management including:

- Name of the Client on whose behalf you have managed advertising space.
- The scope of the contract.
- The start and end date of the contract.
- Number of sites managed.
- Name and number of Client contact. Written references may be included.

28.1.3. List of advertising sites managed in the last 10 years.

28.2. Technical

28.2.1. The process of how the installation and removal of advertising will be managed to limit damage to CCT infrastructure.

28.2.2. How inventory will be managed and recorded.

28.2.3. How damage to infrastructure will be repaired.

28.2.4. How cleaning and maintenance of stops will be managed.

28.2.5. Full maintenance plan for MyCiTi bus shelters and stops.

28.3. Resource allocation

28.3.1. A list of resources proposed to be deployed on this contract to realise this opportunity.

28.3.2. CVs of key personnel for:

28.3.2.1. Sales and marketing

28.3.2.2. Administration

28.3.2.3. Installation, maintenance and removal of advertising material.

28.3.2.4. Cleaning and maintenance of infrastructure.

28.3.2.5. Effecting repairs to the infrastructure.

28.3.2.6. Inventory and data management.

28.3.3. The location of the local office out of which the exigencies of the contract will be executed.

28.4. Financial

28.4.1. Financial projections should be made showing anticipated revenue accruing to the CCT. Take into account:

28.4.1.1. Opportunities identified in this tender.

28.4.1.2. Legislative constraints e.g. Outdoor Advertising Bylaw, etc.

28.4.2. A remuneration model that clearly shows how the Advertising Contractor will collect and remunerate the CCT, emphasising collection and remuneration timelines.

28.4.3. What investment will be made to improve the marketability of the advertising opportunities identified in the tender.

28.4.4. Financial projections including an explanation of key financial and other assumptions.

28.5. Marketing

28.5.1. Plan - how the opportunity will be taken to market.

28.5.2. How liaison with the CCT will be managed especially related to the approval of advertising material.

28.6. Communication

28.6.1. How liaison with the CCT will be managed especially as regards:

28.6.1.1. Cleaning and maintenance reporting.

28.6.1.2. Monthly reporting on inventory utilised and accounting.

28.6.2. How liaison with the VOCs will be managed regarding installation, maintenance and removal of advertising material and scheduling of buses for this purpose.

1. Subject to the remaining provisions of this clause, without limiting the CCT's right to impose Penalties in accordance with the Penalty Schedule, the following shall apply in relation to Penalties as a result of:
 - 1.1. A breach of the specifications (Part 13):
 - 1.1.1. where the Advertising Contractor has notified the CCT of any repair or maintenance required to any of the Advertising Sites, the Advertising Contractor shall be afforded a period of 10 (ten) business days in which to effect such repairs or maintenance;
 - 1.1.2. where the Advertising Contractor fails to notify the CCT timeously, as contemplated in clause 1.1.1 above, and the CCT identifies repairs or maintenance required to any of the Advertising Sites and notifies the Advertising Contractor accordingly, in writing, the Advertising Contractor shall then be obliged to effect such repairs or maintenance within 3 (three) business days from the date of such notification;
 - 1.1.3. failure by the Advertising Contractor to comply with clauses 1.1.1. and 1.1.2. above, within the stipulated time periods, shall attract Penalties in accordance with the Penalty table below.
 - 1.2. Under-disclosure of Advertising Sites sold to third parties
 - 1.2.1. The Advertising Contractor shall, on a Monthly basis, be obliged to provide the CCT with:
 - 1.2.1.1.1. comprehensive written details of all Inventory, specifying which Advertising Sites were sold during that Month, and which Advertising Sites were vacant;
 - 1.2.1.1.2. a schedule of all agreements concluded between the Advertising Contractor and Advertisers, specifying the Advertising Sites to be utilised, the period of utilisation, and the rate at which such Advertising Sites are being rented by the Advertisers, which schedule shall be in a form prescribed by the CCT from time to time;
 - 1.2.1.1.3. a copy of each complete signed contract concluded during that Month between the Advertising Contractor and any Advertiser, including any amendments and/or variations to such contracts in whatever form concluded.
 - 1.2.2. Based on the information provided by the Advertising Contractor, to the extent that there is a discrepancy between Advertising Sites as specified by the Advertising Contractor or vacant Advertising sites identified by the CCT, and based on the CCT's own monitoring, resulting in an under-disclosure of actual sold Advertising Sites by the Advertising Contractor, the CCT shall be entitled to impose a Penalty of an amount equal to 7.5% of the total monthly Inventory (whether sold or not) ("Under-disclosure Penalty").
2. The CCT shall use its reasonable endeavours to inform the Advertising Contractor of Penalties and Under-Disclosure Penalties by way of a notice delivered to the Advertising Contractor by no later than 10 (ten) business days after the date on which the CCT Contract Manager became aware of the event ("Penalty Notice"). The Penalty Notice shall include a detailed description of all the facts which lead the CCT to conclude that it is entitled to impose the Penalty or the Under-Disclosure Penalties in question upon the Advertising Contractor. (The CCT shall include in the aforesaid Penalty Notice the evidence upon which it bases its allegations).
3. Penalty Notices received by the Advertising Contractor after the 25th of a Month shall (subject to clauses 5 and 6 below) be reflected, reported and paid for by the Advertising Contractor in the following monthly payment.
4. Should the Advertising Contractor dispute the imposition or amount of a particular Penalty, the Advertising Contractor shall be entitled, by Notice to the CCT given within 7 (seven) business days of receipt of the Penalty Notice, to refer the dispute to the CCT's Manager: Public Transport Facilities Management for resolution. Until such time as the dispute has been resolved by the CCT's Manager: Public Transport Facilities Management, the relevant Penalty shall be suspended. In the event that the dispute is determined against the Advertising

Contractor, the CCT Contract Manager shall levy the imposed Penalty immediately, and the Penalty shall (subject to clause 6), become payable within 30 (thirty) calendar days of the CCT Contract Manager informing the Advertising Contractor of the decision.

5. To the extent that the Advertising Contractor wishes to dispute the CCT Contract Manager: Public Transport Facilities Management's decision, it shall be entitled to do so by referring the dispute for resolution in terms of clause 14 of the General Conditions of Contract by not later than the 3rd Business Day after the CCT Contract Manager advised the Advertising Contractor of the decision in clause 4 above, provided that:
 - 5.1. the Advertising Contractor shall bear the onus of proving that the CCT was not entitled to impose a Penalty; and
 - 5.2. the Penalty, as imposed by the CCT Contract Manager shall (notwithstanding the referral of the dispute for determination in terms of clause 4 above) not be suspended, but levied immediately, payable as provided above and paid within 30 (thirty) calendar days of the CCT Contract Manager informing the Advertising Contractor of its decision.
6. Should the Advertising Contractor not dispute a Penalty as provided in clause 5 above, the Advertising Contractor shall be deemed to have accepted the Penalty, and the Penalty shall be deductible by the CCT from the ensuing monthly invoice and/or any future amounts payable to the Advertising Contractor.
7. Any Penalties issued shall not preclude the CCT from its other remedies provided for in terms of this contract for breach or non-fulfilment by the Advertising Contractor of any of its obligations.
8. The CCT reserves the right, at its discretion, and with adequate justification or proof of extenuating circumstances supplied by the Advertising Contractor, to waive or reduce any fines, or Under-Disclosure Penalty or Penalty, and to extend any periods provided for in the Penalty Schedule. Any such waiver or reduction of a fine or extension of a period by the CCT in certain instances shall not be relied upon by the Advertising Contractor as a precedent for such waiver, reduction or extension. Having waived or reduced a fine or extended the period in some instances do not establish a precedent as to waiver or reduction of fines or extended periods in future.
9. All Penalties, excluding the Under-Disclosure Penalty, expressed as a Rand value at the Commencement Date shall increase annually on the anniversary of the Commencement Date by the same percentage as the percentage increase in the CPI for the preceding 12 Month period.

Penalty Table

Nr	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
Approval Related Penalties				
1	Submitting an application with the EMD within the 7 (seven) business days allowed, as set out in clause 17.	Failure to lodge an application within the timeframe.	Immediately	R1 200 per day or any portion thereof beyond the stated timeframe.
2	Apply and receive approval to advertise on a site.	Failure to apply to the CCT for approval to advertise on a site or advertising on a site without approval being received.	Immediately	R1 200 per day or any portion thereof until approval is received or the advertising is removed.
3	Comply with all aspects of the CCT Outdoor Advertising Bylaw.	Failure to comply with the CCT Outdoor Advertising Bylaw.	Immediately	R1500
Maintenance and Cleaning Related Penalties				
4	Executing repairs or maintenance within the timeframe stipulated in the specifications.	Not executing repairs or maintenance within the timeframe allowed.	Timeframe per relevant incident.	R600 per day or any portion thereof beyond the applicable timeframe
5	Graffiti should be removed / painted over within 5 (five) business days	Failure to remove / paint over graffiti within 5 (five) business days	Within 5 (five) business days of occurrence	R600 per day or any portion thereof beyond the 5 business days
6	Maintenance workmanship shall be of a high quality and maintain the standards of material, equipment and fit.	Poor Workmanship in executing maintenance work. Inferior quality parts/ materials used. Fit and finish of poor quality	Immediately	R1 200 per day until the quality of workmanship has been restored.
7	Cleaning up on completion of maintenance work	Not cleaning up on completion of work	Immediately	R1 200 per day until the cleaning up has been completed.
8	On completion of cleaning tasks, surfaces should be clean with no smudges, marks or residual dirt.	Smudges, marks and residual dirt, etc. still visible after cleaning was scheduled to be done.	Immediately	R1 200 per day until the service level has been reached.
9	Safe work practices (adequate signage, cordoning off area, correct use of ladders, equipment safe etc.)	Unsafe work practices Work areas and execution of work poses a risk to workers, and public in general	Immediately	R1 200 plus R300 per hour from the time the CCT becomes aware of the non-compliance.
10	No disruption of Transport's Public Transport Services. No block of doorways, bus routes or any other Public Transport Services that will result in the service being disrupted.	Disruption of Transport's Public Transport Services	Immediately	R6 000 per instance.
11	Keeping of records of maintenance and cleaning at bus precincts being executed and having this available for the CCT's authorised representative to check.	Lack of proof of work being carried out (Maintenance & Cleaning Registers)	Proof being provided within 3 *three) business days of date that work was required to be done	R1 200 per instance.

Nr	Service level expected	Description	Rectification Timeline	Fine per Site or Instance
12	Provide accurate reports on all maintenance work, cleaning, damage to Bus Stops, etc.	Falsifying statement in report.	Immediately	R50 000 per instance.
13	Maintenance and Cleaning to be carried out in accordance to an agreed plan stating the days and locations where the work will be done.	Maintenance/Cleaning not executed on time. Work not done on date as indicated on roster	2 (two) business days grace period allowed as compared to roster	R500 per day or any portion thereof late
14	Stock of panels, seats, posters or any other stock items to be managed and records kept of use and issue.	Inadequate control of stock & materials.	Immediately	R6 000 per instance
15	All work should be done in such a manner as to minimise damage or risk of damage to CCT Assets	Damage to CCT Assets due to lack of care when executing maintenance, cleaning and installations	Within 5 (five) business days of occurrence, or within 1 (one) business day of notice from CCT (whichever is the earlier)	R1 200 plus R600 per day or any portion thereof beyond the applicable timeframe
16	Obtain required approvals as set out in Contract, prior to erection of any Advertising Signs	Erecting / displaying Advertising Signs without required approval	Immediately	R1 200 per day or part thereof.
17	Removal of signs from a date as indicated in approval, or as notified (if any)	Failure to remove signs	Immediately	R600 per day or part thereof.
18	Advertising Signs remain in good repair	Replacing / maintaining Advertising Signs that are vandalised, damaged or become defective	Within 5 (five) business days of occurrence, or within 1 (one) Business day of notice from CCT (whichever is the earlier)	R600 per day or any portion thereof beyond the applicable timeframe
19	Compliance with all reasonable Protocols issued by the CCT, the CCT having given reasonable notice of such Protocols.	Non-compliance with such Protocols.	Immediately	R1 200 per instance.
20	All contractor staff should at all times behave appropriately and only interact in a professional manner with commuters and the public.	Bad behaviour / language or harassment of commuters. (Complaints from public in writing to the CCT)	Immediately	R1 200 per instance.
21	Access and time of access to buses should be pre-arranged with the relevant third party in order not to disrupt services as regulated by a protocol.	No or inadequate arrangements are made resulting in disruptions or unapproved costs	Immediately	R1 200 per instance plus costs incurred as a result.

MyCiTi Declined Advertising Opportunities

Annexure B

Item	Name	Description
1	Enon	full
2	Enon	full
3	Magnolia	full
4	Disa	full
5	Merlot	cantilever
6	Gie South	cantilever
7	Muscadel (Chestnut)	Cantilever
8	Parklands College	full
9	Ravenswood	cantilever
10	Wood North	full
11	Link	cantilever
12	Valderrama	full
13	Ellerslie	full
14	Clifton 4th	full
15	The Fairway	cantilever
16	Bakoven	full
17	Llandudno	full
18	Imizamo Yethu	extended Shelter
19	Lancaster	full
20	North Shore	full
21	Oceana	full
22	Hangberg	extended Shelter
23	Princess East	full
24	Princess East	full
25	Ludwig's Garden	full
26	Kloof Nek	full
27	Kloof Nek	cantilever
28	Horak	full
29	Fiskaal	full
30	Somerset Hospital	full
31	Surrey	full
32	London	full
33	Boat Bay	cantilever
34	Albany	full
35	Upper Clarens	cantilever
36	Government Avenue	Cantilever
37	Highlands	full
38	Wexford	cantilever
39	Gardenia	cantilever
40	Upper Salt River	cantilever
41	Kerrem 2	Full
42	Pontiac 2	Full
43	Margenster 6	Full
44	Steve Biko	Cantilever
45	Charles Mokoena	Full
46	Charles Mokoena	Cantilever
47	Ncumo West	Full
48	Ncumo West	Cantilever
49	Makabeni	Cantilever
50	Mfudesweni	Full
51	Sigwele	Cantilever
52	Aliam	Cantilever
53	Drill	Cantilever
54	Bosmansdam	Cantilever
55	Democracy South	Full
56	Loxton West	Full
57	Russel	Cantilever
58	Russel	Cantilever

Item	Name	Description
59	Davidson	Cantilever
60	Lower Church	Full
61	Lower Church	Cantilever
62	Loco	Cantilever
63	Green	Full
64	Coronation	Cantilever
65	Coronation	Cantilever
66	Sheridan	Cantilever
67	Sheridan	Cantilever
68	Narwahl	Full
69	Boundary	Cantilever

Advertising is only permitted at approved shelters. **No advertising is allowed at the above locations.**

MyCiTi Stops Summary

Annexure C

Total number of permanent stops at date of advertising = 657

Description	Cantilever	Full Shelter	Extended Shelter	Totem Pole	Total
Inner City	27	28	1	28	84
Houtbay	8	17	2	13	40
Camps Bay & Sea Point	28	35	2	80	145
Salt River	4	0	0	2	6
Atlantis	6	57	0	48	111
Table View	32	38	2	29	101
Montague Gardens	8	8	0	2	18
Melkbosstrand	5	4	0	15	24
Mitchell's Plain	10	7	0	0	17
Khayelitsha	18	13	0	3	34
Salt River/Montague Gardens	19	15	0	18	52
Summer Greens /Woodbridge	0	7	0	4	11
Summer Greens /Century City Rail	4	4	0	0	8
Parklands/ Melkbosstrand	0	2	0	4	6
Total Permanent Stops					657

The total number of stops excludes the **141 temporary** stops that **must also be maintained and repaired**.

MyCiTi Stop Master Plan

Annexure D

The master plan provides information on the shelters approved for advertising and their location on the full MyCiTi footprint and can be viewed and/or downloaded from www.myciti.org.za/en/advertising-opportunity.

Luminaire Specifications – Shelters and Totems

Annexure E

Elements

Impact resistant 5w Totem luminaire
 Theft resistant 17w Route Map luminaire
 Theft resistant 34w Ad Box Luminaire set
 IP67 power supplies set

Key Features

Lifespan of 10 to 16 years with lumen depreciation of not more than 20% to 30% (L80/L70)
 Suitable for temperatures up to 45°C
 3 Year warranty with 16-year design life.

Technical details:		Estimated Cost Excluding VAT
Route Map Luminaire		
Product Code :	PVT-004- 1880 or 1780 (length dependent)	R6 419
Optical compartment protection:	IP54	
Control gear protection:	IP67	
Impact resistance (Polycarbonate):	IK10	
Lamps:	Replaceable Mid Power LED Modules	
Colour Temperature:	5700°K >70 CRI	
Housing Material:	Galvanised and epoxy coated mild steel	
Light engine:	Anodised Aluminium & Polycarbonate	
Standard Colour:	ANP 3055 "Matt Charcoal"	
Total Power Consumption:	17w	
Ad Box Luminaire Set		
Product Code :	PVT-005	R5 819
Optical compartment protection:	IP54	
Control gear protection:	IP67	
Impact resistance (Polycarbonate):	IK06	
Lamps:	Replaceable Mid Power LED Modules	
Colour Temperature:	5700°K >70 CRI	
Housing Material:	Galvanised and epoxy coated mild steel	
Light engine:	Anodised Aluminium & Polycarbonate	
Standard Colour:	Natural Anodised Aluminium and White PCB	
Total Power Consumption:	34w (per set)	
Anti-Glare, Impact Resistant Totem Luminaire		
Product Code :	PVT-006	R8 587
Optical compartment protection:	IP54	
Control gear protection:	IP67	
Impact resistance (Polycarbonate):	IK06	
Lamps:	Replaceable Mid Power LED Modules	
Colour Temperature:	5700°K >70 CRI	
Housing Material:	Galvanised and epoxy coated mild steel	
Light engine:	Anodised Aluminium, PMMA & advanced composites	
Standard Colour:	Natural Anodised Aluminium and white opaque PMMA	
Total Power Consumption:	5w	
Common Details Across Luminaires		
Power Factor:	>95	
Control gear Voltage:	90V - 295 VAC as well as 127-417VDC	
Temperature Range:	-30°C to 45°C	
LED Lifespan (L80B50)*:	48 000Hrs @45°C ambient	
LED Lifespan (L70B50)*:	74 000Hrs @45°C ambient	
Imax for complete set @ 240V:	0.26A	
* Lumen depreciation not more than 20% in accordance with LM-80 - TM-21		
Security Key		
Product Code :	PVT-017	R1 763
Security Bolts		
Product Code :	PVT-111GB	R31

Advertising that runs across the entire expanse of the back of the bus, including the window.



Advertising that covers the back window only.

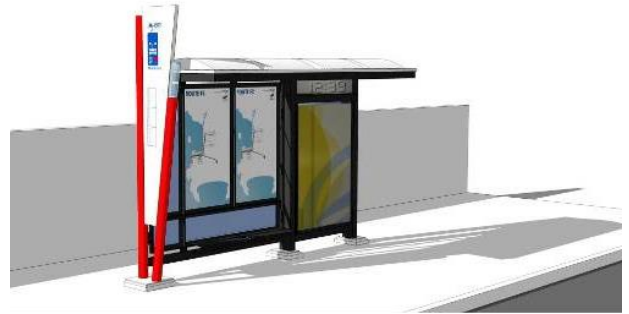
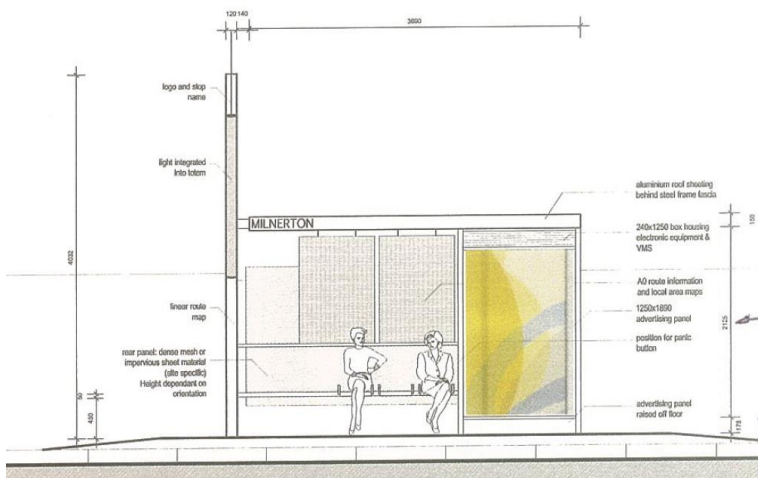


Shelters

Annexure G

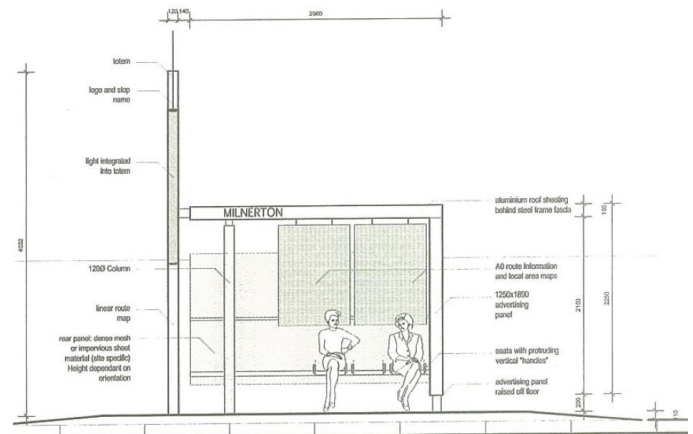
Cantilever Shelter

Architectural drawings and artist's impression of the cantilever shelter are shown below with the advertising space shown in yellow:

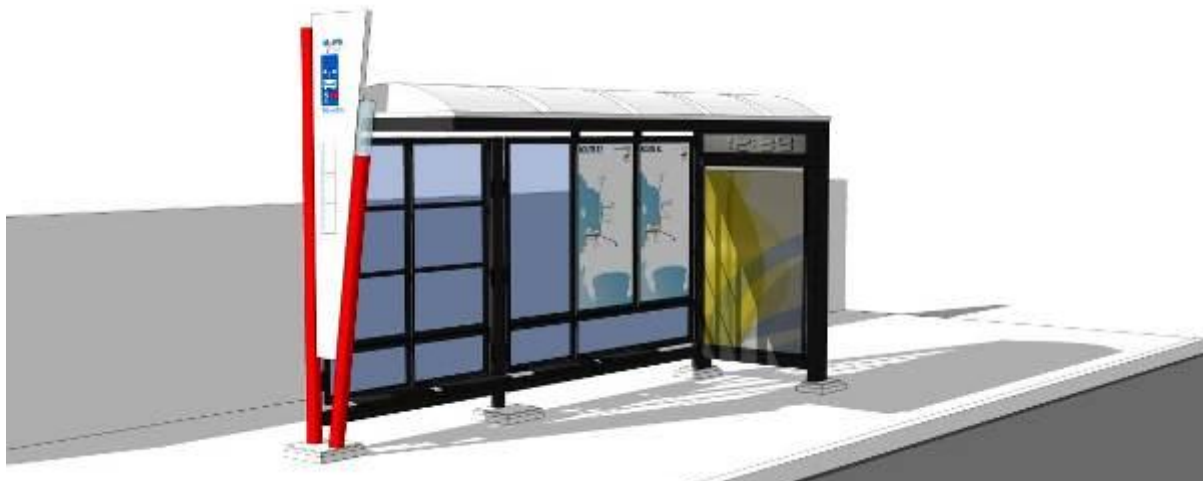


Full Shelter

Architectural drawings and an artist's impression of the open feeder stop (full shelter) appear below with the space available for advertising shown in yellow:



The extended shelter is an extended version of the full shelter as shown in the artist's impression below:



(13.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
 - 10 Was the beneficiary sourced from the City's job seeker database?
 - 11 The contract end date as stated in the beneficiary's employment contract.
 - 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
 - 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
 - 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.
- ##### Submission of Forms
- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
 - 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
 - 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



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			

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

TENDER NO. AND DESCRIPTION:

Service Provider:

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 Service Provider

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

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of **P*** %

Signatures

Declared by the Service Provider to be true and correct:

Date:

Verified by CCT Project Manager:

Date:

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

TENDER NO. AND DESCRIPTION:

SERVICE PROVIDER:

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	
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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	%

¹Documentary evidence to be provided

Signatures

Declared by service Provider to be true and correct:

Date:

Verified by CCT Project Manager:

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Date: