


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 149

TENDER NO: 25S/2021/22
TENDER DESCRIPTION: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT
CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031 (Subject to conclusion of the Section 33 of the MFMA process)

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: [6 September 2021]

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: [142]

TENDER FEE: R 200.00 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
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	

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	24
(3) DETAILS OF TENDERER	24
(4) FORM OF OFFER AND ACCEPTANCE	26
(5) PRICE SCHEDULE	30
(6) SUPPORTING SCHEDULES	36
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	36
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	37
SCHEDULE 3: PREFERENCE SCHEDULE	39
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	44
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	47
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	48
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	50
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	51
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	56
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	57
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	58
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	59
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	60
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	61
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	62
VOLUME 3: DRAFT CONTRACT	69
(7) SPECIAL CONDITIONS OF CONTRACT	69
(8) GENERAL CONDITIONS OF CONTRACT	80
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	90
(10) FORM OF ADVANCE PAYMENT GUARANTEE	93
(10.1) ADVANCE PAYMENT SCHEDULE	95
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	96
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	97
(13) SPECIFICATION(S)	98
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	113
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	116
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)	117

**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

- TENDER ADVERTISED** : **6 August 2021**
- SITE VISIT/CLARIFICATION MEETING** : [Non-compulsory, but strongly recommended clarification meeting via SKYPE: <https://meet.capetown.gov.za/chantelle.arnolds/FH5R3N45> on 19 August 2021 at 09:00 till 10:00am]
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : **Due to the Covid-19 pandemic the non-compulsory clarification meeting will be held via Skype Business.** Tenderers who wishes to participate in the meeting must send their e-mail address and mobile telephone number to the **CCT Tender Representative** mentioned below, **BEFORE** the meeting date.
- 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. 25S/2021/22: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT**, 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: John Lynch
Email: JohnPeter.Lynch@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer(s) who scores the highest and second highest number of tender adjudication points for Table 1 **and** Table 2 combined and then tenderer(s) who scores the highest number of tender adjudication points for Table 3 per line item.

The CCT intends to appoint:

Table 1 and Table 2:

Main Service Provider and Alternative Service Provider.

The Alternative Service Provider will only be utilized when and if the Main Service Provider defaults during the contract period. The Alternative Service Provider will be given one (1) months' notice to set up and commence with the contract.

Table 3:

Main Service Provider per line item.

Service Provider(s) for items in Table 3 may be the same or different Service Provider(s) appointed for items in Table 1 **and** Table 2.

If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be from date of commencement of contract until 30 June 2031. **As this contract will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33.**

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal

- iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the 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 Minimum score for functionality

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

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

TABLE 1 AND TABLE 2:

Evaluation Criteria	Applicable points	Total points
<p><u>EXPERIENCE:</u></p> <p>Tenderer to provide confirmation pertaining to Contracts, within public and/or private sector, for the Supply of on road fuelling, Management information Services and related equipment with a diversity of fleet base over the past 10 (ten) years.</p> <p>The diversity of fleet base e.g.:</p> <ul style="list-style-type: none"> • Passenger vehicles • Light commercial vehicles • Medium commercial vehicles • Heavy commercial vehicles • Small plant and equipment • Heavy earthmoving construction plant • Mechanical driven vessels • Motorcycles <p>Tenderer to complete returnable Schedule 15A.</p>	<ul style="list-style-type: none"> • 2 points per contract, to a maximum of 10 points. 	<p>10</p>
<p><u>EXPERIENCE:</u> Size of total active asset database (Total book and not per contract only):</p> <p>Tenderer to provide size of largest total asset database (Total book and not per contract only):</p> <p>Tenderer to complete returnable Schedule 15B.</p>	<ul style="list-style-type: none"> • 2 points per 1000 assets to a maximum of 10 points. 	<p>10</p>
<p><u>GEOGRAPHICAL FOOTPRINT:</u></p> <p><u>Required minimum:</u></p> <ul style="list-style-type: none"> • Area 1 – 15 sites • Area 2 – 10 sites • Area 3 – 10 sites • Area 4 – 10 sites • Area 5, greater Western Cape outside of the City Municipal boundaries – 5 sites <p>Tenderer to complete returnable Schedule 15C.</p>	<ul style="list-style-type: none"> • 1 point per extra site than the required minimum, up to a maximum of 4 points per Area. 	<p>20</p>

<p><u>TECHNOLOGY:</u></p> <p>Tenderer to complete returnable Schedule 15D.</p>	<p><u>Tenderer to confirm time to install automated refuelling device:</u></p> <ul style="list-style-type: none"> • 2-3 hours 5 points • 1-2 hours 10 points • 0-1 hour 15 points <p>(This information to be stipulated in the swop out project plan to be submitted with tender submission). Tenderer to complete tick list in Schedule 15D.</p>	15
	<p><u>Time to install short term rental device:</u></p> <ul style="list-style-type: none"> • >1 hour 0 points • 30 min – 1 hour 5 points • < 30 min 10 points <p>(Tenderer to complete tick list in Schedule 15D).</p>	10
	<p><u>Wireless:</u></p> <p>5 points if solution incorporates wireless communication.</p> <p>(Tenderer to complete tick list in Schedule 15D).</p>	5
	<p><u>Fuel Saving Initiative:</u></p> <ul style="list-style-type: none"> • No Fuel Saving Initiative..... 0 points • Fuel Saving Initiative 5 points <p>Tenderer to complete tick list and table in Schedule 15D).</p>	5
<p><u>MANAGEMENT:</u> (For the duration of the contract)</p> <p>Tenderer to complete returnable Schedule 15E.</p>	<p><u>Administrative Support Staff:</u></p> <ul style="list-style-type: none"> • 2 Administrative support staff 5 points • 3 Administrative support staff 10 points • 4 and more Administrative support staff 15 points 	15
	<p><u>Technical Staff:</u></p> <ul style="list-style-type: none"> • 5 Technical staff 2 points • 6 Technical staff 4 points • 7 Technical staff 6 points • 8 Technical staff 8 points • 9 and more Technical staff 10 points 	10
<p>Total</p>		100

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

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

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

2.2.1.1.5 Local production and content – NOT APPLICABLE

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Only tenderers that meet the following pre-qualification criteria will be declared responsive:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level 2.

2.2.1.1.7 Provision of samples (Not Applicable)

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared 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 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

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

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

The applicable code for this tender is the **Amended Codes of Good 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 a typical project/job (applicable to Table 1 and Table 2); and
- based on the sum of the prices/rates in relation to the estimated quantities (applicable to Table 3).

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 90/10 price/preference points system will be applied to the evaluation of responsive tenders over 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:

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

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

Preference points shall be scored as follows:

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

A maximum of 10 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 **10** 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	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
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		5
at least 51% but less than 100%	2		9
100%	1		10

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		9
100%	1		10

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

$$N_T = P_S + N_P$$

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

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

2.3.10.5 Risk Analysis

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

- 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

TENDER NO: 25S/2021/22
TENDER DESCRIPTION: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT
CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031 (Subject to conclusion of the Section 33 of the MFMA process)

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) 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>c) 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>d) 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>	<p>Not Applicable</p>

(4) FORM OF OFFER AND ACCEPTANCE

**TENDER NO: 25S/2021/22 – SUPPLY OF ON ROAD FUELLING,
MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT**

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 NO: 25S/2021/22 – SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

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.

(CONTINUING ON FOLLOWING PAGE)

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		

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

2 Subject

Details

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

3 Subject

Details

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

4 Subject

Details

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

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

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

(5) PRICE SCHEDULE

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 in Table 1 **and** 2 in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderers to note that the Rental Fuel Management System Pricing shall be for rental only.
- 5.9 Tenderers may elect to tender for any of the following to be deemed responsive:
 - 5.9.1 Table 1 **and** Table 2
 - 5.9.2 Table 1, Table 2 and Table 3
 - 5.9.3 Table 3 only
- 5.10 Tenderers submitting offers in terms of sections 5.10.1 and 5.10.2 above, must submit prices for all items in Table 1 **and** Table 2 to be deemed responsive.
- 5.11 Tenderers tendering for items in Table 3 have the discretion to price for any item in Table 3.
- 5.12 The tenderer's monthly rental price must be inclusive of:
 - all system upgrades;
 - all system updates; and
 - training.

INITIALS OF CITY OFFICIALS		
1	2	3

5.13 The CCT intends to appoint:

Table 1 and Table 2:

Main Service Provider and Alternative Service Provider.

The Alternative Service Provider will only be utilized when and if the Main Service Provider defaults during the contract period. The Alternative Service Provider will be given one (1) months' notice to set up and commence with the contract.

Table 3:

Main Service Provider per line item.

Service Provider(s) for items in Table 3 may be the same or different Service Provider(s) appointed for items in Table 1 and Table 2.

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

INITIALS OF CITY OFFICIALS		
1	2	3

TABLE 1			
Item No.	Description	Unit of Measurement	Price per Unit (excl. VAT)
Price for installation (Labour, hardware and future de-installation included)			
1	On road fuelling device per vehicle	Each	R
2	On road fuelling device per plant	Each	R
3	Short Term Rental solution	Each	R
Monthly cost for Rental services only			
4	On road fuelling device per vehicle	Each	R
5	On road fuelling device per plant	Each	R
6	Short Term Rental solution	Each	R
Monthly cost for Management services only			
7	Homebase System - Home Base Site BI Reporting and Maintenance	Monthly	R
8	Homebase System - Mobile Bowser BI Reporting and Maintenance	Monthly	R
Items for purchase - Mandatory			
9	Homebase System - Home Base Site Automation	Each	R
10	Homebase System - Automatic Tank Gauging Systems	Each	R
11	Homebase system - Mobile Bowser Automation	Each	R
12	Homebase System - Single Hose High Volume Pump (complete pump set)	Each	R
13	Homebase System - Dual Hose High Volume Pump (complete pump set)	Each	R

INITIALS OF CITY OFFICIALS		
1	2	3

Item No.	Description	Unit of Measurement	Price per Unit (excl. VAT)
Items for purchase - Mandatory			
14	Fuel dispensing gravity pipes	Per meter	R
15	Mobile bowser high pressured 20m hose, Ø25 mm	Each	R
16	Homebase site high pressure 5m hose, Ø25 mm	Each	R

TABLE 2			
ITEM NO.	RETAIL (ON-ROAD) FUEL TRANSACTIONS	UNIT OF MEASUREMENT	PRICE PER UNIT (EXCL. VAT)
	<u>Diesel as per final formula price=List + dealer...- rebate</u>		
	<u>Petrol (if applicable) as per final formula price=List + dealer...- rebate</u>		
17	<u>Zone 1</u>		
17.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
17.2	▪ Petrol – Unleaded	Per litre	R
18	<u>Zone 2</u>		
18.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
18.2	▪ Petrol – Unleaded	Per litre	R
19	<u>Zone 3</u>		
19.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
19.2	▪ Petrol – Unleaded	Per litre	R

INITIALS OF CITY OFFICIALS		
1	2	3

ITEM NO.	RETAIL (ON-ROAD) FUEL TRANSACTIONS	UNIT OF MEASUREMENT	PRICE PER UNIT (EXCL. VAT)
	<u>Diesel as per final formula price=List + dealer...- rebate</u>		
	<u>Petrol (if applicable) as per final formula price=List + dealer...- rebate</u>		
20	<u>Zone 4</u>		
20.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
20.2	▪ Petrol – Unleaded	Per litre	R
21	<u>Zone 5</u>		
21.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
21.2	▪ Petrol – Unleaded	Per litre	R
22	<u>Zone 6</u>		
22.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
22.2	▪ Petrol – Unleaded	Per litre	R
23	<u>Zone 7</u>		
23.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
23.2	▪ Petrol – Unleaded	Per litre	R
24	<u>Zone 8</u>		
24.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
24.2	▪ Petrol – Unleaded	Per litre	R
25	<u>Zone 9</u>		
25.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
25.2	▪ Petrol – Unleaded	Per litre	R

INITIALS OF CITY OFFICIALS		
1	2	3

ITEM NO.	RETAIL (ON-ROAD) FUEL TRANSACTIONS	UNIT OF MEASUREMENT	PRICE PER UNIT (EXCL. VAT)
	<u>Diesel as per final formula price=List + dealer...- rebate</u>		
	<u>Petrol (if applicable) as per final formula price=List + dealer...- rebate</u>		
26	<u>Zone 10</u>		
26.1	▪ Diesel - Sulphur content 0,005%	Per litre	R
26.2	▪ Petrol – Unleaded	Per litre	R

<u>TABLE 3</u>				
ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	Supplied, Delivered and Installed period - tenderer to state days from date of purchase order/s	Net Unit Price (Supplied, Delivered and Installed) Excl. VAT
1	Anti-theft/syphoning devices –diesel (Supply and install)			
1.1	Passenger Vehicles	Each		R
1.2	Light Commercial Vehicles	Each		R
1.3	Medium to Heavy Commercial Vehicles	Each		R
1.4	Mechanical Plant	Each		R
2	Anti-theft/syphoning devices – petrol (Supply and install)			
2.1	Passenger Vehicles	Each		R
2.2	Light Commercial Vehicles	Each		R

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

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

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: Preference Schedule

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 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and

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

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

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

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

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

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

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

 Date

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 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 and JohnPeter.Lynch@capetown.gov.za
- prior** to the month upon which the price adjustment would become effective.
- 8.6 The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 8.7 When submitting a claim for contract price adjustment a Service Provider 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 Service Provider 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 Service Provider 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 Service Provider has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the Service Provider and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the Service Provider's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the Service Provider.
- 8.12 **Process that will be followed:**
- Service Provider submits all the documentation indicated above prior to the effective date of the variation.
 - The City will consider the variation and based on the documentary evidence, the City may approve the variation.
 - Letters authorising the price variation will be communicated to the Service Provider indicating the effective date.
 - All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.

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

8.13 PRICE ADJUSTMENT MECHANISM:

- **FUEL:**

Petrol:

The **petrol** retail **price** is **regulated** by government in terms of Section 2c of the Petroleum Products Act 120 of 1977 (as amended), and changed every month on the first Wednesday of the month. The calculation of the new **price** is done by the Central Energy Fund (CEF) on behalf of the Department of Energy (DOE).

Diesel:

The diesel retail price is not regulated, thus adjusted rates will be applicable.

Below is a template that must be submitted by the Service Provider.

Item No	Unit of Measurement	Description	Tender Price (excl. VAT)	Increase/Decrease	New Tender Price (excl. VAT)

- **RENTAL FUEL MANAGEMENT SYSTEM:**

Fixed for first twelve (12) months from commencement date of contract, thereafter subject to annual CPI.

- **GOODS AND/OR EQUIPMENT:**

Fixed for first twelve (12) months from date of commencement of contract, thereafter contract price adjustments in accordance to Supplier/Manufacturer Price List.

Tenderers to indicate which Methodology applicable to each section of offer submitted:

Section applicable	Methodology	Tender to indicate by a cross (X) which methodology is applicable to their offer	Which prices will be relevant to the methodology (as per tender pricing schedule)
A	Supplier / Manufacturer Price List Variations		
B	CPI		
C	Rise and Fall (FUEL)		

SECTION A

SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS

If the contract is subject to variation based on **SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS**, the following will be applicable:

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 and JohnPeter.Lynch@capetown.gov.za

15 days prior to the the price adjustment becoming effective.

Service Providers must supply the following documentation when applying for a price variation:

- The Supplier/Manufacturer price list(s) that the tender was based upon **clearly indicating the item numbered according to the tender pricing schedule** (Table to be completed below for Contractors who are not the Manufacturer/Supplier).
- The new price list on the signed Supplier/Manufacturers letter head (excepting for pamphlets, brochures and e-mail communication) **clearly indicating the item(s) according to the tender pricing schedule** from the same Supplier/Manufacturer from date of tender.

Detailed calculations indicating how the “new” price is established. The calculations must be submitted on an excel spreadsheets together with a pdf signed spreadsheet. **The example below of the spreadsheet** is what is required.

Item No.	Description	Material No	Tender Price For first request, use tender price, for subsequent requests, use new Supplier/Manufacturer contract price	Old Supplier/Manufacturer Price List dated..... (Excl. Vat)	New Supplier/Manufacturer Price List dated..... (Excl. Vat)	Difference between the old and new manufacturer Price list	New Contract Price (Excl. VAT)
1							
2							

- Covering letter on a letterhead from contractor requesting the variation. All documentation to be signed by relevant parties **prior** to the date upon which the price variation would become effective.

The effective date of any price increases granted will be at the date when all the above mentioned documentation is submitted or in exceptional circumstances at the discretion of the Contract Manager. It must be noted that the date that only partial submission of documents will not be the date that will be considered when the price adjustment is granted, only when ALL signed documentation is submitted then the variation will be granted if the price is acceptable and market related.

In instances where the contractors price claimed is less than entitled, the lesser price will be accepted.

Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the contractor increase their profit margin.

SECTION B

CONSUMER PRICE INDEX (CPI)

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

Subject to the above, Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract. Service Providers shall be entitled to claim contract price adjustment as follows:

- **15%** of the **tendered** rate will remain fixed for the duration of the contract.
- **85%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

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

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

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

Example:

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

SECTION C

RISE AND FALL (FUEL)

Petrol:

The **petrol** retail **price** is **regulated** by government in terms of Section 2c of the Petroleum Products Act 120 of 1977 (as amended), and changed every month on the first Wednesday of the month. The calculation of the new **price** is done by the Central Energy Fund (CEF) on behalf of the Department of Energy (DOE).

Diesel:

The diesel retail price is not regulated, thus adjusted rates will be applicable.

Below is a template that must be submitted by the Service Provider.

Item No	Unit of Measurement	Description	Tender Price (excl. VAT)	Increase/Decrease	New Tender Price (excl. VAT)

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender TENDER NO: 25S/2021/22 – SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

NOT USED

Schedule 11: Price Basis for Imported Resources

NOT USED

Schedule 13: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided by the Tenderer with the Tender submission:

SCHEDULES FOR TENDERERS TO COMPLETE IN ORDER TO CLAIM POINTS FOR FUNCTIONALITY

SCHEDULE 15A:

CONTRACT DETAILS	
Reference Name and contact number	Company Name _____ Name _____ Contact No: _____ Size of Fleet _____ Starting date of contract _____ Ending date of contract _____

CONTRACT DETAILS	
Reference Name and contact number	Company Name _____ Name _____ Contact No: _____ Size of Fleet _____ Starting date of contract _____ Ending date of contract _____

SIGNED ON BEHALF OF TENDERER:

CONTRACT DETAILS	
Reference Name and contact number	Company Name _____ Name _____ Contact No: _____ Size of Fleet _____ Starting date of contract _____ Ending date of contract _____

CONTRACT DETAILS	
Reference Name and contact number	Company Name _____ Name _____ Contact No: _____ Size of Fleet _____ Starting date of contract _____ Ending date of contract _____

CONTRACT DETAILS	
Reference Name and contact number	Company Name _____ Name _____ Contact No: _____ Size of Fleet _____ Starting date of contract _____ Ending date of contract _____

SIGNED ON BEHALF OF TENDERER:

CONTRACT DETAILS	
Reference Name and contact number	Company Name _____ Name _____ Contact No: _____ Size of Fleet _____ Starting date of contract _____ Ending date of contract _____

SCHEDULE 15B:

	TENDERER TO INDICATE SIZE:
Tenderer to provide size of <u>total active asset database</u> (Total book and not per contract only).	

SCHEDULE 15C:

GEOGRAPHICAL FOOTPRINT	Tenderer to indicate number of extra site(s) , other than the required minimum, per area below and availability of all fuel types.
Area 1	No: _____
Area 2	No: _____
Area 3	No: _____
Area 4	No: _____
Area 5	No: _____

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 15D:

TENDERER TO CONFIRM TIME TO INSTALL AUTOMATED REFUELLING DEVICE:

(This information to be stipulated in the swop out project plan as well to be submitted with tender submission).

**TENDERER TO INDICATE RESPONSE BY
TICKING THE APPLICABLE BOX:**

- 2-3 hours

- 1-2 hours

- 0-1 hour

TENDERER TO CONFIRM TIME TO INSTALL SHORT TERM RENTAL DEVICE:

**TENDERER TO INDICATE RESPONSE BY
TICKING THE APPLICABLE BOX:**

- >1 hour

- 30 min – 1 hour

- < 30 min

**TENDERER TO CONFIRM WHETHER THE SOLUTION INCORPORATES WIRELESS
COMMUNICATION:**

**TENDERER TO INDICATE RESPONSE BY
TICKING THE APPLICABLE BOX:**

- YES

- NO

SIGNED ON BEHALF OF TENDERER:

TENDERER TO CONFIRM WHETHER THEY DO HAVE A FUEL SAVING INITIATIVE:

**TENDERER TO INDICATE RESPONSE BY
TICKING THE APPLICABLE BOX:**

• YES

• NO

IF YES, PLEASE PROVIDE DETAILS:

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 15E:

MANAGEMENT	Tenderer to indicate number(s) of <u>STAFF AVAILABLE FOR THE DURATION OF THIS CONTRACT:</u>
• Administrative Support Staff	
• Technical Staff	

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8 Page 67 of 149

TENDER NO: 25S/2021/22
TENDER DESCRIPTION: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT
CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031 (Subject to conclusion of the Section 33 of the MFMA process)

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The **purchaser** shall:

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

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

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

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

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

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

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

was intended.

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims,

liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** for items in Table 3, after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

- a) As per returnable Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variations

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.3.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be:

Key Performance Indicators (KPI):	Penalty applicable:
The number of times master data, as updated on SAP®, was not updated on the Service Provider's system within 24 hours since notification/change request.	1% of the total monthly Bureau fee.
Manual overrides exceeding the upper limit of more than 0.6% of all transactions processed in two (2) consecutive months.	1% of the total monthly rental fees for the specific department's fleet for the last month in question.
The number of repairs not done within 24 hours of notification/job request.	1% total monthly rental fees for the specific department's fleet for the month in question.
The number of times fuel batch files were not submitted on time for daily monitoring.	0.5% of the total monthly rental fees for the specific department's fleet for the month in question.
After three (3) occurrences the permissible down time was exceeded.	1% total monthly rental fees for the specific department's fleet for the month in question.

Continued poor performance where the Service Provider stays within the Red Robot Indicator of the KPA tracking report for three (3) consecutive months, which includes all KPI's mentioned above, the City of Cape Town will implement a penalty of 10% of the total monthly rental fees of the specific department's fleet for the third month in question.

Penalties shall not apply where delays or cause of not meeting Key Performance Areas are as a result of the City's actions or inactions.

Anti-theft/syphoning devices:

Items which have not been delivered as prescribed by the Purchase Order (PO) will attract a daily penalty rate of 1% of the total PO value. The total accumulated penalty imposed by the City for late delivery on a PO may not exceed 10% of the original value for that PO.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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

1. Definitions**1.** The following terms shall be interpreted as indicated:

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

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22,

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for

a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**NOT APPLICABLE****FORM OF GUARANTEE / PERFORMANCE SECURITY**

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

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

Amount in words:

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

PERFORMANCE GUARANTEE

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

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

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 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.

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE

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

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

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [NOT APPLICABLE %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

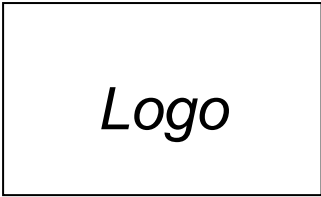
Mandatory

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

Witness

for and on behalf of
City of Cape Town

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



Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO: 25S/2021/22

TENDER DESCRIPTION: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

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

ABBREVIATIONS/BRAND NAMES

CCT / CoCT	City of Cape Town, CITY, Council
e-Fuel	Electronic fuel management system used by the current Service Provider.
ERP	Electronic Resource Planning computer structure. The internal resources utilised to allow SAP® to be managed by the City of Cape Town to meet its needs.
GPS	Global Positioning System is a radio navigation system that allows land, sea, and airborne users to determine their exact location, velocity, 24 hours a day, in all weather conditions and anywhere in the world. Accuracy has always been a problem. The procedures and protocols must be of the most current technology.
LRP	Lead Replacement Petrol
Odo	The odometer of the vehicle.
OEM	Original Equipment Manufacturer, not referring to the tenderers products being used but the motor manufacturer of the vehicles / plant (fleet) to which the tenderers devices need to be fitted or installed.
SAP®	System Application and Products, software company.
ULP	Unleaded Petrol
VIU / CU	Vehicle Identification Unit (VIU) or Control Unit (CU). It is the vendor's hardware fitted to fleet to facilitate the unique identification and all collection and transfer of data for fuel transaction to be processed. It consists of all "computer /electronic modules" which might be needed for it to function 100% as per this contract's needs.
WTP	Water Treatment Plant
50ppm	Diesel with a 0.005% sulphur content particles per million.

DEFINITIONS

Asset	A specific item of Fleet within this document.
Auxiliary Equipment	All components which do not form part of the main control module (VIU / CU) but are required for the hardware package to perform its function of dispensing fuel, and for the system to minimize human intervention and/or fraud.
Black listing	Status of a vehicle which has been stopped from refuelling. This is the cancellation of an item of fleets' active status, making it redundant.
Bureau Service / Service Fee	All the business services provided via a centralised back office which is responsible for all administration, reporting customer interactions. A City of Cape Town manned offices liaising between the tenderer and the City of Cape Town's internal customers.

Operationally managing the “On Road” fuel regarding: reports, maintenance, fitments, and reporting of any deviations and exceptions.

Custodian One Directorate will be managing the contract and therefore will require total, unrestricted access to all sub fleets information. This will be limited to a minimum number of super users.

De-installation When a control unit is removed from a vehicle by the owner of that control unit.

Directorates City of Cape Town fleet is split in 4 Sub fleets each managed independently. Each Sub Fleet and approximate fleet sizes:

	Sub Fleet	Vehicles & Tractors	Mobile Plant	Jerry Cans
a)	Assets & Facilities Management	5350	450	550
b)	Energy (Electricity)	1000	60	100
c)	Solid Waste Management	800	100	50
d)	Water & Sanitation	1200	25	500

Down time Time when the system is not available.

Electronic Lock The term used to describe the function of the fuel technology required to identify the asset and prevent the incorrect fuel type being dispensed.

Fleet/Assets All Vehicles, Jerry cans, Mobile and Stationary Plant that utilise fuel and could be impacted by this tender.

Horticultural Equipment Brush cutters, chainsaws, ride-on and walk-behind lawn mowers.

Hour Meter An alternate unit of measure to Odometer. It may also be required to be measured in conjunction with the Odometer reading from a single asset.

Home base A static fuel storage and from which fuel can be pumped into fleet, with a capacity of typically 5 000 to 20 000 litres capacity. A site may have up to 4, 20 000 litre tanks. Hardware for a site needs to be able to accommodate 4 fuel pumps. Provision needs to be made for accurate electronic measuring of the volume of fuel held in the tank at any given time.

In-house Homebases and Mobile bases.

Jerry Can A portable steel fuel container containing ± 20 litres of fuel and is used to transport fuel safely.

Key Fob It is an authorisation tag with a coded level of authority to allow fuelling of certain items of fleet. It is also used as a manual / master override key.

Manual Overrides When the Electronic Fuel Management system doesn't allow a City of Cape Town's approved fleet to refuel at a forecourt.

Marine Equipment Boats, semi-rigid boats, jet skis

Metropole The geographical area of the City of Cape Town as defined by its municipal boundaries, Annexure A.

Mobile base A truck in which fuel is stored and from which it is pumped into fleet, typically 2 000 to 8 500 litres capacity with accurate electronic measuring of the volume held and dispensed, in / from the tank at any given time.

Mobile Plant	Various Earthmoving, Construction, Horticultural Equipment, Marine Equipment, Tractors and Utility Type Special Purpose Vehicles using the fuel types catered for within this tender.
Odometer	The odometer is a distance output which must be measured electronically, even if a fleet item has a mechanical odo fitted as OEM standard.
On-road sites	Service Station
Operating Hours	The operating hours are from 07:00 to 16:00, Mondays – Fridays.
Post-dated transactions	The submission of the transaction has been delayed and only after a period of time is it captured/resolved for processing.
Real-time transactions	(i) the actual time during which a process or event occurs, namely: "along with much of the country, he watched events unfolding in real time on TV"; (ii) relating to a system in which input data is processed within milliseconds so that it is available virtually immediately as feedback to the process from which it is coming, e.g. in a missile guidance system. (iv) Real-time reporting is a business intelligence practice that consists of gathering up- to-the-minute data and relaying it to users as it happens. Information is presented in its most current form for managers to easily make quick decisions when under heavy time constraints. (v) Real-time data is information that is delivered immediately after collection. There is no delay in the timeliness of the information provided. Real-time data is often used for navigation or tracking. Such data is usually processed using real-time computing although it can also be stored for later or off-line data analysis.
Service Station	Also referred to as Commercial Garage, Forecourt, Petrol Station.
Special Purpose Vehicles	Quads / All-Terrain Vehicles
Stationary Plant	Any piston machine which is driven by energy dense fuel (petrol and diesel).
Sub-fleet	The City of Cape Town is made up of 4 smaller fleets. Each of these shall be referred to as a sub fleet; a) Assets & Facilities Management b) Energy c) Solid Waste Management d) Water & Sanitation
Super user	A special user account used for system administration.
Tank Capacity	Nominal tank volume in litres when referring to a single tank.
Up time	Time when the system is available.
Vehicles	Various traffic registered passenger cars, LDVs, panel vans, minibuses, midibuses, buses, Medium and Heavy Vehicles, Fire Vehicles and Motor Cycles within the City of Cape Town's fleet.

SCOPE OF TENDER

1. BACKGROUND DATA

1.1.1 The City of Cape Town utilises a rental model for the automated fuel management system enabling the City of Cape Town's fleet to refuel at selected retail service stations, as well as dispensing from home and mobile base fuel depots across the City of Cape Town. The home and most mobile base sites are all zero-rand value transactions as the fuel is supplied by another tender, however the management of the volumes of fuel falls within the scope of this tender.

1.1.2 The City of Cape Town currently fuels most of the fleet (approximately 9 000 motor vehicles and 1 200 Jerry cans) via an "on the road" retail services stations method and using an automated fuelling technology linking approximately 200 Cost Centres to all of these assets. The balance of the Jerry cans and +-600 mobile plant items are generally fuelled via +-20 static and +-8 mobile fuel bases.

1.1.3 It is estimated that the City of Cape Town's current fuel consumption is approximately:

- Petrol - 6 million litres per annum
- Diesel - 13 million litres per annum

These figures are not guaranteed volumes.

1.1.4 The City of Cape Town currently requires five methods of fuelling viz:

- "On-Road" fuelling at retail fuel stations
- "Home Base" fixed tanks
- "In-House" mobile tankers
- "Jerry Cans"
- Short term rentals- mechanism to refuel externally hired vehicles

All fuel transactions / dispensing must be electronically imported into SAP® via an interface **as stipulated in Annexure E** attached (SAP® **INTERFACE SPECIFICATIONS**). For the purposes of management reports all refuelling transactions from home base and mobile base must be merged with transactions from retail service stations.

2. GENERAL

- 2.1 All data supplied by the City of Cape Town under this contract is confidential and may not be disclosed to any third party.
- 2.2 Tenderer to provide a real-time database to the City of Cape Town's Back Offices and each sub fleet to ensure that the fuel management reporting system and all information live.
- 2.3 Transaction dates must be the actual date and time.
- 2.4 Helpdesk transactions must reflect the actual date and time of the transaction.
- 2.5 Service Provider shall provide a monthly approved forecourt list or when amendments are made.
- 2.6 Tenderer to synchronise COCT Fleets master data within six (6) months of contract commencement and maintain updated monthly thereafter.

3. GENERAL SCOPE OF CITY OF CAPE TOWN TECHNICAL NEEDS

- 3.1 The supply of fuel at a competitive price.
- 3.2 To maintain its fleet mobile 24 / 7 / 365 via a comprehensive network of on-road sites.
- 3.3 A fuelling solution for a variety of vehicles and mobile plant. Fuel needs to be both grades of petrol (ULP 95 and LRP) and both grades of diesel (50 ppm and 500 ppm).
- 3.4 The solution needs to have unique identification for each asset and access control with real-time vehicle verification and fuel transactions at approved refuelling stations.
- 3.5 It's in-house bases to be monitored and records kept of the vehicle, and fuels: volume, date, kilometres /hours and time dispensed. These bases are currently mainly fuelled via another contract.
- 3.6 Key Fob is also used as a manual / master override key. The submission may use a different device or technology, but must have the same functionality or better.
- 3.7 Other than supply and monitoring of all fuel transactions undertaken by the fleet and elaborated further in this document (**Annexure F**): This should include industry standard reports and are to be supplied on a periodic basis. All transactions **MUST** be sent to SAP® via files with a range of the City of Cape Town's standard parameters to identify the vehicle, fuel type, cost, volume of fuel, site, transaction date and time, mileage, fuel consumption, excessive refuelling etc. These should preferably be automated.
- 3.8 Tenderers must have an existing business model which has local capacity and can meet the City of Cape Town's needs at the commencement of the contract.
- 3.9 There must be a sufficient number and practical distribution of service stations within the Cape Town Metropole to support the combined fleet. As per Annexures A and B.
- 3.10 Note: "Credit Card" type systems solely reliant on using keypads (standard public transactions) or bar codes for activating and controlling the dispensing of fuel **SHALL NOT BE CONSIDERED FOR THIS CONTRACT.**
- 3.11 The City of Cape Town will supply a comprehensive database (fleet register) to the successful Tenderer.
- 3.12 Tenderer's are advised that:
- 3.12.1 The current Service Provider will be required to continue to perform in terms of the existing contract for the provision of fuel and associated support services during the handover period, until the successful completion of the fleet's migration. This period is expected to be a maximum of six (6) months from date of commencement. The existing systems will be supported by the current tenderer until such time as the equipment is replaced.
- 3.12.2 The future tender for forecourt fuel and fuel management services will require a similar handover period to commence at the start of its contract. This will commence within the last six (6) months of this contract. The Service Provider for this contract must acknowledge that during the last six (6) months of this contract, there will be a phasing out of this technology and a phasing in of the future technology.
- 3.13 Tenderer is to provide a comprehensive swop out project plan with tender submission which includes, but not limited to, the following:
- Time taken to install full solution per asset (vehicle or plant)
 - Resources e.g. project manager, technicians, back office support, equipment, fitments schedule.
 - Project schedule
 - Stock availability

- 3.14 Service provider is to ensure complete migration of the entire City asset holding within six (6) months from contract commencement. If the project is not progressing as per submitted timelines, the Service Provider must align to the numbers of required fitments by all means necessary.
- 3.15 Tenderers to note it will be requirement to have various hubs for fitments across the City as well as onsite installations for plant items that cannot reach a fitment hub.
- 3.16 Upon installation, the City is to be provided with a system activation confirmation for each asset. No City vehicle will be transported to a service station for testing.

4. GEOGRAPHICAL FOOTPRINT

4.1 Required minimum:

- Area 1 – 15 sites
- Area 2 – 10 sites
- Area 3 – 10 sites
- Area 4 – 10 sites
- Area 5, greater Western Cape outside of the City Municipal boundaries – 5 sites

5. BUREAU SERVICE

- 5.1 The service needs to be automated.
- 5.2 Proactive Reporting: The constant monitoring of information and resolving any problems to ensure maximum cost effective and minimum fleet downtime.
- 5.3 Analysis of the product and services provided.
- 5.4 Analysis of refuelling anomalies and reporting misuse and theft daily.
- 5.5 Weekly Feedback/operational sessions with the sub fleets to discuss progress, resolve transaction queries, financial management, system related queries, master data updates and KPI's.
- 5.6 GPS breadcrumb trail of vehicle movement must be available, if and when required by the City, on any asset.

6. REPORT FRAMEWORK

- 6.1 The vendor will supply a list of re-active and pro-active reports not restricted to those laid out within this document (Annexure J) and including all “standard / generic” reports available to commercial customers. As an alternative method of accessing these they shall also be available via web based browsers.
- 6.2 The following need to be automated/push reports:

Automated Reports Listing	Frequency
Device Non Reporting	Daily
Multiple Fill per equipment Report	Daily
Homebase Fuel Transaction Listing Report	Daily
Last Transaction Activity listing Report	Daily
Lube Report	Daily
Automated Reports Listing	Frequency
Odometer Still Report	Daily

Tank Capacity exceeded Report	Daily
Transaction Listing per customer per date range Report	Daily
Monthly Automated Reports	Frequency
Fuel Consumption Report-per vehicle/plant	Monthly
Summary report per token type Report	Monthly
Summary report per merchant Report	Monthly
Fleets - Executive Summary Report	Monthly
Departmental Executive Summary Report	Monthly
Quarterly Departmental Executive Summary Report	Quarterly
Operational Items	Frequency
Repair Job cards submission	Weekly
Help desk/Manual Over rides Report for COCT Fleet	Weekly

6.3 The following are examples of general reports (including web based):

6.3.1 Reconciliations

6.3.2 Comparisons between bowser volumes received versus volumes dispensed.

6.3.3 Web based reports

6.4 The Service Provider will be required to submit both sets of transaction file records to the City of Cape Town:

- Executive/Management reports are to be supplied per fleet, containing the monthly overall performance in a graphical format and to be further sectionalised per department i.e. Law Enforcement, Fire and Rescue, City Health etc.
- Monthly executive summaries to be submitted monthly to fleet Co-Ordinators, Head of Departments, Managers and Directors,
- Quarterly executive reports to summarize three (3) month's performance to be submitted to Directors and Executive Directors.
- All monthly reports shall be submitted by the 2nd day of the preceding month being reported on.
- All quarterly reports shall be submitted by the 2nd day of the preceding month after a quarter has been completed.

6.5 All equipment installed in City of Cape Town fleet:

6.5.1 All systems fitted to the City of Cape Town's fleet are to be vehicle/plant OEM approved before fitment and in no way impede the contracts performance requirements.

6.5.2 Short term rental mechanisms fitments shall not be invasive as these fitments will be to externally hired vehicles (non-City assets).

6.6 Odometer

6.6.1 Every Vehicle installation must have an electronic odometer reading output to the fuel database.

6.6.2 Odometer calibrations shall be actioned at the forecourt / Service station with every refuel.

6.6.3 Hour Meter may also be required to be measured in conjunction with the Odometer reading from a single asset. The migration of the time value to the software package must be done without human intervention.

6.6.4 Each and every installation / CU will have measuring points for tank capacity which can be set e.g. volume, frequency of fills. Volume/Litreage will ensure no overfilling occurs.

6.7 Risk Management

- 6.7.1 Analysis of refuelling anomalies and reporting of misuse and theft shall be done daily.
- 6.7.2 The Service Provider must ensure that only approved forecourts are allowed refuelling of City assets.
- 6.7.3 The Service Provider must ensure that forecourts do not process a transaction against an asset that does not have a refuelling device and must ensure the correct validations, verifications and identifications are done.
- 6.7.4 The Service Provider must ensure that, in the event of a manual override, a City Official/driver shall not be rejected on the basis of forecourt related administration. Pre-authorization however needs to be obtained from the City by the Service Provider. Once the vehicle has been identified and the driver identified from his/her driver's license has been approved by the City, a manual transaction may be done and the information uploaded by the Service Provider onto the electronic billing system. It is critical that this is submitted electronically as soon as possible. As transaction and posting dates must be instant or within 24 hrs. Note both dates must be on the transaction information. Should an unauthorised manual transaction not be resolved, the costs shall be for the Service Provider's account.
- 6.7.5 The Service Provider is responsible for any damage to City of Cape Town's Fleet whilst in possession of the assets.
- 6.7.6 Whilst an asset is black listed, all fuel transactions incurred will be for the Service Provider's account.

7. BASIC SYSTEM REQUIREMENTS

7.1 Provide daily and monthly billing

The following fuel types and grades of fuel **must** be supplied and the device identification will only permit one type of fuel to be accepted to an asset:\:

- 95 Octane Petrol (Unleaded)
- Diesel (0.005% or 50ppm Sulphur content)

Instant fuel transaction billing is required.

All goods and services (if applicable) must be billed monthly by the 2nd day of each month.

7.2 Transaction Management

The tenderer must show as per Annexure SAP interface that it has a proven and developed system that can cater for the electronic collection and pricing of transactions made by City of Cape Town's fleet from approved / participating service stations. This system shall also incorporate all transactions carried out at City of Cape Town home fuel tanks and mobile bases as if they were independent service stations.

The City will not pay any third parties, only the Service Provider.

7.3 Current and Future Fuel Distribution Network Fuel Stations

The City of Cape Town's fleet operate on every road in every suburb within the boundaries of the City of Cape Town. It is imperative that the proposed network of service stations provides coverage across the entire City Of Cape Town area for related assets managed on this tender, as well as an emergency plan to supply the City, as a high priority, with fuel in the event of local or national fuel shortage by means of direct access to fuel refineries or a network of forecourts.

8. TECHNICAL REQUIREMENTS

- 8.1 For all software and hardware tendered for, all licensing costs must be included in the rental price in the pricing schedule. No annual license fees will be considered.

- 8.2 Tenderers may use any software for their operating platform which is compatible with the current software/system utilized by the City, as per **Annexure H** attached.
- 8.3 Tenderers must ensure that all software is fit for purpose and functional in the front- and back-end of the system.
- 8.4 Web based reporting and management services.
- 8.5 Weekly analytical dashboard checks must be performed on all vehicle fuel devices.
- 8.6 The following work and responsibilities shall be included in the scope of work as a minimum:
- 8.6.1.1 Validating incoming data and correct data and report missing data.
 - 8.6.1.2 Build and maintain a register of vehicles,
 - 8.6.1.3 Provide means of updating and maintaining this register via the web based application.
 - 8.6.1.4 Provide an electronic dashboard for assets fitted with automated tank gauge systems indicating tank volumes.
 - 8.6.1.5 Continuously develop and maintain reports via the web based reporting and management interface to meet operational needs.
 - 8.6.1.6 Ongoing training for in field and web application users.
 - 8.6.1.7 All the costs associated with these services (including training) must be included in the tender price as no additional costs will be considered by the City of Cape Town.

9. MAINTENANCE SERVICES

- 9.1 The Service Provider is responsible to replace all faulty equipment within 24 hours of notification via email.
- 9.2 One Annual Fuel calibration for all COCT fuel bowsers during the duration of this contract for no cost (excluding any remedial work required to perform the calibrations).
- 9.3 When a control unit is removed from a vehicle by the owner of that control unit, there shall be strict record keeping e.g. serial numbers, date logs and fitment history. Any charges related to a control unit shall cease from date of de-installation until reutilised.

10. SYSTEM AVAILABILITY

- 10.1 The system will be required to have an up time of 24 / 7 / 365 availability and accessibility.
- 10.2 The following scenarios of down time will be permitted:

- Down time of 1 hour will be permitted during operating hours.
- Downtime of 4 hours will be permitted outside of the operating hours.
- Downtime of 12 hours will be permitted on a weekend for maintenance by request. If more time is required, it must be applied for in writing by the Service Provider, subject to approval by the City.

11. SYSTEM OVERVIEW AND PROCESSES

- 11.1 Tenderers must submit, with their tender submissions, full details of the system overview and processes.

12. INSPECT, DEMONSTRATION AND TESTING OF EQUIPMENT

- 12.1 During the evaluation period the City may arrange with tenderers within five (5) working days' notice, during which the interoperability tests will be undertaken and the Tenderer will be afforded the opportunity to demonstrate the interoperability of his offered equipment.

13. TECHNICAL SUPPORT

- 13.1 Tenderers must indicate in the covering letter what support infrastructure is available locally in the Cape Metropolitan Area and in South Africa to support their products to ensure an effective technical support service.
- 13.2 Tenderers are required to have the required pool of technical staff available to provide support as specified under the resource requirements paragraph.
- 13.3 Systems are to be upgraded with current technology.
- 13.4 The tenderer's monthly rental price must be inclusive of all system upgrades and updates.
- 13.5 To protect the City's data and operational system, the Service Provider is required to perform all security maintenance and patching, at regularly windows from when patches are available by the operating system, to avoid data loss and downtime of the system.
- 13.6 Any loss of confidential information, location information or the inability to operate the system, the City holds the right to initiate breach.
- 13.7 Unnecessary expenditure and damage to the City's reputation would initiate breach.
- 13.8 In the event of unnecessary expenditure, the City must be reimbursed.
- 13.9 Bi- annual IT governance audit reports.

14. RESOURCE REQUIREMENTS

- 14.1 Tenderer shall provide a Customer Relations Manager.
- 14.2 Tenderer shall provide Administrative support staff to assist the Customer Relations Manager ensuring compliance to the required scope of work.
- 14.3 Tenderers shall provide a technical team, as stipulated under paragraph 14.5.
- 14.4 On the commencement of contract, the tenderer must be capacitated to ensure the tenderer fit the entire fleet within six (6) months.
- 14.5 A minimum requirement of one (1) technician per 2000 vehicles for maintaining the fleet during the tenure of the contract.

Department	Approximate Fleet Sizes
Energy	1034
Water Services	1560
Solid Waste Management	1066
EOAM	5250

15. SERVICE MANAGEMENT

- 15.1 Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.
- 15.2 Service Availability

Coverage parameters specific to the service(s) covered by the service provider in this contract are as follows:

- Help Desk Override Support: Monday – Sunday, 24 hours, 365 days a year.
- Telephone support: Monday – Friday during office hours 07H00 – 16H00
- Telephone support: After hours / Saturdays and Sundays / Public Holidays / Emergency contact
- Calls not received by telephone support and any urgent after hours will be forwarded to a mobile phone.
- Telephone support:
- Mobile phone number (for after hours and urgent matters):
- Contact person:.....
- Email support: Monday – Friday during office hours. 07H00 – 16H00
- Emails response time should be within 24 hours of request
- Email address:

15.3 Repair and Warranty Framework

Coverage parameters specific to repairs covered in this contract are as follows:

- The device and all associated components will be covered by a warranty for the duration of this contract.
- The respective fleets will make arrangements with the Service Provider via E-Mail or phone, requesting a scheduled maintenance service.
- Response on repair notification of vehicles during working hours must be done within three (3) hours.
- The Service Provider must report to the Homebase site requiring repairs within three (3) hours of receiving notification in the event of not being able to dispense fuel during working hours. On after hours, response on notification will happen within eight (8) hours. The repairs will be completed within twenty-four (24) hours from notification.
- Inspection sheet/Job Card must be handed in to respective Directorate Fleet Administration department (as agreed upon) by close of business or by 8am the next working day. Fleet representative must sign off the completed job.

16. INVOICING

- 16.1 Invoices to be submitted at least 14 days before the payment run as indicated under Clause 7.5 of the Special Condition of Contract.
- 16.2 Invoices to be submitted no later than 30 days after the services were rendered.
- 16.3 Invoices to be submitted with the correct information i.e. Purchase order number, rates, vehicle information as no invoice will be processed with incorrect details. The Service Provider is responsible and accountable for any delays caused due to incorrect information submitted on invoices.

17. PERFORMANCE MANAGEMENT

- 17.1 The Service Provider will be measured through the means Key Performance Areas (KPA) as stipulated in the contract.
- 17.2 Each KPA will consist of Key Performance Indicators (KPIs) each combined with thresholds and targets.
- 17.3 The Service Provider must take note of the targets they will be expected to achieve and must factor all necessary staffing compliments, equipment and facilities into the pricing structure.

Key Performance Areas

It must be noted that the Service Provider will be measured in terms of this contract. Target percentages may be adjusted as and when deemed necessary, in consultation between both Parties. Adjustments will be communicated timeously and measurements will be started immediately.

Quarterly steering committee meetings will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.

KPI 1

The number of invalid counter readings per month compared to the number of vehicles as a percentage.

KPI 2

The number of transactions rejected as a percentage of all the transactions of the respective month.

KPI 3

The number of times master data as updated on SAP® was not updated on the Service Provider's system within 24 hours since notification/change request will incur a financial penalty of 1% of the total monthly Bureau fee.

KPI 4

Manual overrides exceeding the upper limit of more than 0.6% of all transactions processed in two consecutive months will incur a financial penalty of 1% of the total monthly rental fees for the specific departments fleet for the last month in question.

KPI 5

The number of repairs not done within 24 hours of notification/job request, as a percentage of all notified repairs will incur a financial penalty of 1% total monthly rental fees for the specific department's fleet for the month in question.

KPI 6

The number of times fuel batch files were not submitted on time for daily monitoring will incur a financial penalty of 0.5% of the total monthly rental fees for the specific department's fleet for the month in question.

KPI 7

The time to process batch files must not exceed 72 hours from date of transaction. Help desk transactions are excluded.

KPI 8

The number of times invoices were not submitted on time.

KPI 9

After three (3) occurrences the permissible down time was exceeded. As a percentage of rental period, tenderer will incur a financial penalty of 1% total monthly rental fees for the specific department's fleet for the month in question.

Continued poor performance where the Service Provider stays within the Red Robot Indicator of the KPA tracking report for three (3) consecutive months, which includes all KPI's mentioned above, the City of Cape Town will implement a penalty of 10% of the total monthly rental fees of the specific department's fleet for the third month in question.

Penalties shall not apply where delays or cause of not meeting Key Performance Areas are as a result of the City's actions or inactions.

18. TRAINING

- 18.1 Training must be provided on all operational features on the web based application on an as and when required basis during the tenure of the contract.
- 18.2 All training must be available via a web-based training module at contract commencement date.
- 18.3 Super users to be trained upon implementation of contract and prior to the commencement of project to swap out devices.
- 18.4 General users training will be as and when required during the contract period.
- 18.5 The City of Cape Town will provide the venue of the training session, where required.
- 18.6 All training material costs must be borne by the tenderer.
- 18.7 The training program must include training of staff on all aspects of the web reporting application in order for staff to undertake all required actions such as reports, viewing of vehicle positions, correcting or capturing of data, etc.
- 18.8 The tenderer's monthly rental price must be inclusive of all training costs.

19. HEALTH AND SAFETY

The Service Provider shall comply to correct disposal of all electronic waste generated i.e. battery disposal, inactive SIM card disposal. Proof of such disposal certificates must be made available as and when required. The Service Provider is expected to keep records of all legislative certificates while this contract is in place.

20. ANTI THEFT/SIPHON DEVICE

Diesel and Petrol theft is a growing problem not just in South Africa but globally. Most businesses with commercial vehicles will have experienced or have been victims of fuel theft.

The best way to prevent fuel theft is to install an anti-siphon device removing the temptation and opportunity to steal fuel and thereof the City requires tenderers to supply and fit anti-theft/siphon devices to the various range of vehicles, as listed under Table 3 of the Price Schedule.

Tenderers to note that the fitment of the above mentioned devices must have no impact on the automated fuel system, as specified in this tender, and OEM vehicle warranties. Resulted damage to be for the tenderer, if any damage should occur to the vehicle.

Brochures of product offered to be provided by tenderer with their tender submission.

The tenderer must give a guarantee, confirming that all goods covered by this contract are of reasonable design, material, parts and workmanship and are fit for the purpose for which they are required.

In addition, the tenderer will provide a minimum warranty for a period of 6 months, covering all materials, parts and workmanship against latent defects.

The fitment of the device must be compatible with the fitment of the automated fuel system as specified in this tender.

The fitment of the device must have no impact on the Original Vehicle Manufacturers warranty. The City will not entertain any disputes from the service provider with regards to the fitment of the devices. Any resulted damage to the City's vehicles as a consequence of the fitment of the device will be for the tenderers account.

21. PRESENTATIONS

Tenderers must be prepared to present to the Bid Evaluation Committee all elements of their proposal within five (5) days after been requested to do so. Tenderers must note that only elements presented in their tender may be presented and not new information. The intention for the presentation is for the Bid Evaluation Committee to gain clarification into the solution offered.

22. GUARANTEE

The tenderer must give a guarantee for items delivered in terms of the contract, and confirming that all goods covered by this contract are of satisfactory design, material, parts and workmanship and are fit for the purpose for which they are required for the full duration of the contract.

In addition, the tenderer will provide a warranty for the Anti-theft/syphoning devices for a period of six (6) months, covering all materials, parts and workmanship against latent defects.

23. TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words 'or equivalent'

24. EMPLOYMENT OF SECURITY PERSONNEL

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

25. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

The Joint Venture Expenditure Report is required for monitoring the joint

venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

(14.1) 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	

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

0 0 R -

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

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

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

TENDER NO. AND DESCRIPTION: SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORTRand Value of the contract (as defined in
Schedule 4: Preference Schedule) (P*)

R

B-BBEE Status Level of Prime Supplier

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

¹Documentary evidence to be provided**Signatures**Declared by supplier
to be true and correct:

Date: _____

Verified by CCT
Project Manager:

Date: _____

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

SUPPLY OF ON ROAD FUELLING, MANAGEMENT INFORMATION SERVICES AND RELATED EQUIPMENT

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

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

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹ 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 supplier to be true and correct: _____

Date:

Verified by CCT Project Manager:

Date:

ANNEXURES

Annexure A



Annexure B

<i>Map area colour</i>	<i>Map Numbering</i>	<i>minimum number of sites per area</i>
Green	1	15
Grey	2	10
Blue	3	10
Brown	4	10
* Areas Outside Cape Town Metropole	5	5
		50

** Please note Area 5 is Outside of the City of Cape Town Municipal boundaries but within the greater Western Cape. This is to facilitate the outlying dams and in the event of natural disasters where its' Fleet assist other organs of state. E.g. the recent fires along the Garden Route.*

Annexure C

List of Stationary Bowser Sites

Water Services - Faure WTP
Water Services - Blackheath WTP
* Water Services - Steenbras Catchment
* Water Services - Steenbras WTP
* Water Services - Voelvllei WTP
* Water Services – Wemmershoek WTP
Fire Services - Roeland Street
Fleet Management – Ndabeni
Solid Waste - Bellville Land Fill
Solid Waste - Mitchells Plain
Solid Waste – Muizenberg
Solid Waste – Vissershok
Solid Waste -Athlone Transfer Station
Solid Waste – Kraaifontein Transfer Station

**** Outside of the Municipal Boundaries***

Annexure D

Performance Management between the City of Cape Town and Fuel supplier.

The Service Provider will be measured through the means of Key Performance Areas (KPA).
The Service Provider must take note of the targets they will be expected to achieve and must factor all necessary staffing compliments, equipment and facilities into the pricing structure.
Each KPA will consist of Key Performance Indicators (KPI), each combined with thresholds and targets.
Periodic meetings will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.
The City of Cape Town reserves the right to amended as and when it is deemed necessary the KPA's and KPI's, with the involvement of the Service Provider.
Continued poor performance where the Service Provider stays within the Red Robot Indicator of the KPA tracking report for three (3) consecutive months, which includes all KPI's mentioned below, the City of Cape Town will implement a penalty of 10% of the total monthly rental fees of the specific department's fleet for the third month in question. Penalties shall not apply where delays or cause of not meeting Key Performance Areas are as a result of the City's actions or inactions.
Target percentages may be adjusted as and when deemed necessary. Adjustments will be communicated timeously and measurements will be started immediately.
Penalties will be incurred where the Service Provider fails to meet the targets set out in the KPA table.
KPI 1 The number of invalid counter readings per month compared to the number of vehicles as a percentage.
KPI 2 The number of transactions rejected as a percentage of all the transactions.
KPI 3 The number of times master data as updated on SAP® was not updated on the service provider's database within 24 hours since notification/change request will incur a financial penalty of 1% of the total monthly Bureau fee.
KPI 4 Manual overrides exceeding the upper limit of more than >0.6% of all transactions processed will incur a financial penalty of 1% of the total fuel cost for the specific departments fleet for the month in question.
KPI 5 The number of repairs not done within 24 hours of notification/job request, as a percentage of all notified repairs will incur a financial penalty of 1% of the total fuel cost for the specific department's fleet for the month in question.

KPI 6

The number of times fuel batch files were not submitted on time for daily monitoring will incur a financial penalty of 0.5% of the total fuel cost for the specific department's fleet for the month in question.

KPI 7

The time to process batch files must not exceed 72 hours from date of transaction. Help desk transactions are excluded.
(to be finalized)

KPI 8

The number of times invoices were not submitted on time.

KPI 9

After three (3) occurrences the permissible down time was exceeded. As a percentage of rental period, tenderer will incur a financial penalty of 1% total monthly rental fees for the specific department's fleet for the month in question.

Proposed table to be completed by the Service Provider?

Section	Contact Person	Lead times
SAP Billing		24 hours
Mobile Bowser recon		24 hours
Daily Transactions		Daily
Repairs and Maintenance planning/ execution		3 hours to report to site. 24 hours to repair from time of notification
IT support		24 hours
Reports		24 hours
Quotations and Invoices		48 hours

Annexure E

City of Cape Town

Fuel Interface Specification

Date last updated: **14 August 2017**
Version **1.0**
Owner: **AFM Fleet Management**
Director: Bevan van Schoor
Manager: Neeren Juganath

Compiled by: **BA: Lesinda Dittberner Final**
Status:

DOCUMENT CONTROL INFORMATION

Effective From	Amendment	Nature of Change	Amended By	Reviewed By	Approved By
14-08-2017		Created	Lesinda Dittberner		

1. General	67
1.1. Functional Owner	67
1.2. Key Stakeholders	67
2. Detail Specification	67
2.1. Checking and Verification of Input Data	68
2.1.1. Input Data	68
2.1.2. File Name	69
2.1.3. Header Record	69
2.1.4. Line items for Fuel transactions	69
2.1.5. Line items for Rental transactions	70
2.1.6. Footer record	71
2.1.7. Examples of Fuel Files	71
2.1.8. Examples of Rental Files	72
2.1.9. Data Validations for Fuel transactions	73
2.1.10. Data Validations for Rental transactions	15
2.1.11. Merchant table and validations	75
2.1.12. Fuel price table and validations	75
2.1.13. Actions that result from Checking and Verification	75
2.2. Posting of Plant Maintenance Data	75
2.2.1. Processing of Transaction Data	75
2.2.2. Processing of Home base Transaction Data	76
2.3. Processing of Accounts Payable Data	76
2.3.1. Processing of Transaction Data	76
2.3.2. Processing of Home base Transaction Data	76
2.4. Providing Processing Result Reports	76
2.4.1. Result Report file format	77
2.4.2. Result Report header format	77
2.4.3. Result Report detail lines format	77
2.4.4. Result Report footer format	77
2.4.5. Result Report Error Messages	78

General

The Fuel interface was developed to update all Fuel and Rental transactions from the Vendor in SAP. Files received are piping delimited files - also known as PIP files. These PIP files are received on a daily basis and contain daily Fuel transactions as well as monthly Rental transactions.

Functional Owner

Name	Dawn Msibi (ERP Logistics Head)
Telephone number	021 444 8160

Key Stakeholders

Name	Bevan van Schoor
BU/Department	AFM Fleet - Director
Telephone number	021 400 4225

Name	Neeren Juganath
BU/Department	AFM Fleet - Manager
Telephone number	021 400 1015

Name	Peter Powell
BU/Department	Water Fleet - Manager
Telephone number	021 444 5345

Name	Michael Shearer
BU/Department	Solid Waste Fleet - Manager
Telephone number	021 444 6979

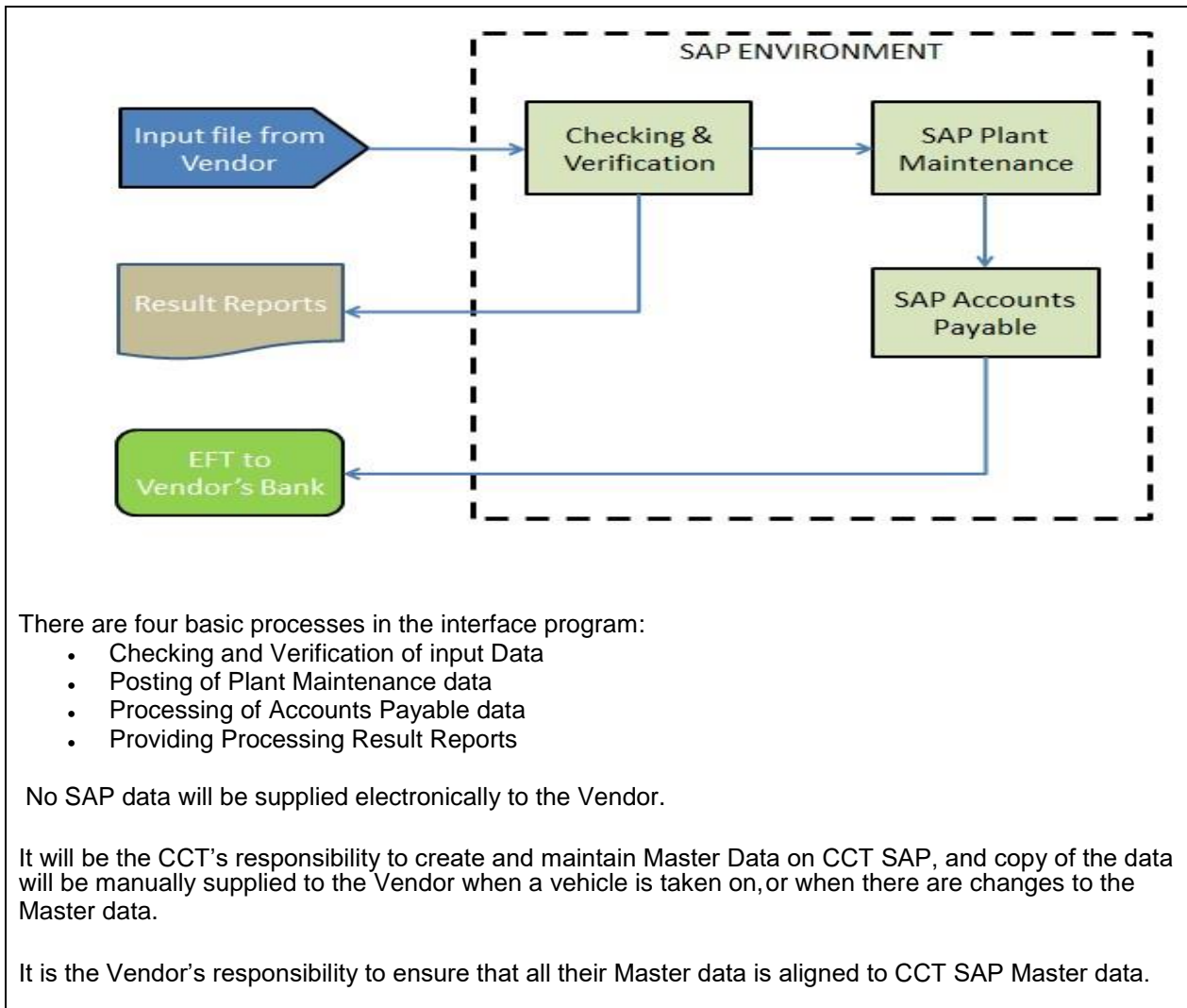
Name	Willem Janse van Rensburg
BU/Department	Electricity Fleet - Manager
Telephone number	021 444 7754

Name	James Groep
BU/Department	TDA Fleet - Manager
Telephone number	021 400 1397

Detail Specification

Functional Description

A Fuel Tender will be put in place, and the intention is for all CCT vehicles and some mobile Plant to be fuelled through this tender.
The Business Process is automated as far as possible. In addition, the Interface program is developed to be independent of the Vendor. An overview diagram:



Checking and Verification of Input Data

Input Data

One or more files will be received daily from the Fuel Vendor. The file will be received by the FTP (File Transfer Process) to the Unix Server, and fetched from the server by the interface program.

The Sundry Invoice Upload process can only accommodate a maximum of 999 transactions. Therefore, if there are more than 999 transactions in a day, the Vendor must separate the transaction into batches of less than or equal to 999 transactions.

There must be separate input files for transactions for vehicles from separate Company Codes.

The reason for requiring separate files is twofold:

- The payments must be done separately
- While the transactions could be separated in the interface program and separate output files produced, this would complicate the reconciliation process of both Vendor and CCT. Presently each input file will have a unique sequence number, and there will be an output file for each input file. The output file will reference the input file. If there are more than one output files per input file, the referencing of the transactions will be problematic and make reconciliation difficult and complicated

The input file must consist of four sections and be the format of a "pipe" delimited text file:

- File Name
- Header Record
- Line items for Fuel transactions or Line items for Rental transactions
- Footer Record

File Name

The filename will be in the format: **fuel_sapi_CCYYMMDD_HHMMSS_<sequence>.pip** Where:

- CCYYMMDD is the Posting Date (Date of creation of the file)
- HHMMSS is the Posting Time (Time of creation of the file)
- <sequence> is a 6-digit number padded with leading zeros, and will be unique per file per Vendor i.e. the number will start from 1 and increase sequentially per Vendor until the end of the contract. Should there additional Vendors using the interface, then number ranges will be allocated per Vendor
- Each file must have a unique file sequence number (part of the file name), and in order to prevent the processing of duplicate files, the file sequence number must be checked A file with the same sequence number as a previously processed file, will be rejected before any further processing is done

Header Record

The header will be in the format: **hdr_<Vendor ID>_<Company Code>_<filename>**

Where:

- <Vendor ID> will be a 10-digit number, padded with leading zeros that is unique per Vendor
- <Company Code> represents the Company code for the City

Line items for Fuel transactions

The line items (main content of the file) will be the transactional data of daily Fuel transactions. Daily Fuel Transactions in the line items will be made up of the following **mandatory** fields:

Field Name	Field Type and size	Field Description	Field Rules
Sequence No	Numeric (3)	Unique sequential number generated per transaction by the Vendor	Must start at 1 and sequentially follow up to a maximum of 999 lines per file. No leading zeroes.
SAP Equipment No	Numeric (9)	Unique number generated by CCT	System generated
Vehicle Registration	Alpha numeric(9)	Registration number	No spaces allowed
Voucher No	Alpha numeric (11)	Unique key per transaction generated by the Vendor	When Credits are passed this number must be prefixed with "C" and the voucher number must be successfully processed
Transaction Date	Date (8)	Date of the actual fill up	YYYYMMDD – note that the date of an override (helpdesk) transaction may not override the actual date of fill up
Transaction Time	Time (6)	Time of the actual fill up	HHMMSS – note that the time of an override (helpdesk) transaction may not override the actual time of fill up

Field Name	Field Type and size	Field Description	Field Rules
Filling Stat Code	Alpha numeric (5)	This field uniquely identifies the Fuel stations	Must exist in SAP table
Filling Station Description	Alpha numeric (50)	Name of the Fuel station	Must exist in SAP table
Filling Station Doc Reference Number	Alpha numeric (20)	A reference number generated by the Filling station	Fuel transactions will be prefixed with "V" Help desk (overrides) will be prefixed with "H"
Product Code	Alpha numeric (25)	Product codes for Fuel and Diesel	Must be validated against the Product table
Transaction Volume	Numeric (10,2)	The volume of the transaction	Allow for 2 decimals
Price per unit	Numeric (10,2)	The Price of the transaction	Allow for 2 decimals
Transaction Value	Numeric (10,2)	The value of the Transaction	Allow for 2 decimals
Credit / Debit indicator	Alpha numeric (1)	An indicator that identifies Credits or Debits	C is for Credits D is for Debits
Odo/Hour Indicator	Alpha numeric (4)	This field indicates the type of readings that are recorded for the Equipment	KMS for transactions for vehicles or plant where odometer readings are recorded HRS for transactions for vehicles or plant where hour readings are recorded
Odometer / Hour reading	Numeric (10,1)	The actual reading at the time of the fill up	Allow for 1 decimal Zero and 1 are not allowed. This needs to be an accurate reading at the time of fill up
Transaction Type Indicator	Alpha numeric (1)	This field indicates the type of transaction.	<u>For Internal Stations:</u> R – a receipt (i.e. a receipt to the station and into stock), I – an issue (i.e. an issue from stock to either another station or to a vehicle), T – a transfer and: <u>For all External Stations:</u> E – All external station transactions (these are usually issues from an external station to a vehicle, but could also be an issue from an external station to a mobile internal station).

Line items for Rental transactions

The line items (main content of the file) will be the transactional data of monthly Fees. The system currently makes provision for multiple Fees to be submitted.

Monthly Rental Transactions in the line items will be made up of the following fields:

Field Name	Field Type and size	Field Description	Field Rules
Sequence No	Numeric (3)	Unique sequential number generated per transaction by the Vendor	Must start at 1 and sequentially follow up to a maximum of 999 lines per file. No leading zeroes.
SAP Equipment No	Numeric (9)	Unique number generated by CCT	System generated
Vehicle Registration	Alpha numeric (9)	Registration number	No spaces allowed
Voucher No	Alpha numeric (11)	Unique key per transaction generated by the Vendor	Fees will be prefixed with appropriate Codes to be allocated by CCT When Credits are passed this number must be prefixed with "C" and the
			voucher number must be successfully processed
Transaction Date	Date (8)	Date of the Billing	YYYYMMDD
Transaction Time	Time (6)	Time of the Billing	HHMMSS
Filling Stat Code			Not applicable
Filling Station Description			Not applicable
Filling Station Doc Reference Number	Alpha numeric (20)	This field will identify the Month and Year of the Billing period	Format MMM-YYYY i.e. JUN-2017
Product Code	Alpha numeric (25)	Product codes for Fuel and Diesel	Must be validated against the Product table
Transaction Volume			Not applicable
Price per unit			Not applicable
Transaction Value	Numeric (10,2)	The value of the Transaction	Allow for 2 decimals
Credit / Debit indicator	Alpha numeric (1)	An indicator that identifies Credits or Debits	C is for Credits D is for Debits
Odo/Hour Indicator			Not applicable
Odometer / Hour reading			Not applicable
Transaction Type Indicator			Not applicable

Footer record

The footer will be in the format: eof_<record count>_<sum of Trx value><indicator> Where:

- <record count> will be a 6-digit number, padded with leading zeros, indicating the number of records in the file excluding the Header, Line and Footer records
- <Sum of Trx value> will be a 12-digit number in text format which represents the sum of transaction values for the file. The number will be padded with leading zeros and will have NO decimal point. The Total of the Footer must correspond with the total of all lines added together
- <indicator> will be a D for Debit or a C for Credit (Reversals)

Examples of Fuel Files R – Receipt transactions File

```
hdr_0000000222_COCT_fuel_sapi_20140601_150138_800252.pip
1|700211344|700211344|8006439|20140531|111440|2216|KORFSERVICE
STATION|V9000001912|DSL_0005|733.85|12.93|9486.99|D|NONE|121417.0|R
eof_000001_000000948699D
```

I – Issue transactions File

```
hdr_0000000222_COCT_fuel_sapi_20140601_150138_800253.pip
1|700189935|CA532714|79984619|20140601|124009|1344|RED1 MOBILE ON
CA271393|I000171485|DSL_0050|109.00|1.00|109.00|D|HRS|0.0|I
2|700183438|CA424015|79016879|20140601|124909|1344|RED1 MOBILE ON
CA271393|I000171488|DSL_0050|1271.00|1.00|1271.00|D|HRS|4788.3|I
3|700197437|CA757384|79016899|20140601|125309|1344|RED1 MOBILE ON
CA271393|I000171489|DSL_0050|185.00|1.00|185.00|D|KMS|26126.0|I
eof_000003_000000156500D
```

T – Transfer Transactions File

```
hdr_0000000222_COCT_fuel_sapi_20140601_150138_800254.pip
1|700211344|700211344|80084617|20140601|104008|2216|KORF SERVICE
STATION|I000000737|DSL_0050|109|1.00|109.00|D|KMS|0|T
2|700211344|700211344|80016877|20140601|114908|1344|RED1 MOBILE ON
CA271393|I000000737|DSL_0050|100|1.00|100.00|D|KMS|1|T
3|700211344|700211344|80016867|20140601|115008|0382|NDABENI MOBILE ON
CA627055|I000171488|DSL_0050|150|1.00|150.00|D|KMS|1|T
eof_000003_000000035900D
```

E – External transactions File

```
hdr_0000000222_COCT_fuel_sapi_20170706_094531_999879.pip
1|700244549|CCT33023|936902807|20170620|191400|2DKC|BELLSTAR SERVICE
STATION|V159183|LRP_95|20.00|13.05|261.00|D|KMS|2600|E
2|700244549|CCT33023|97947939|20170625|103000|2388|CALTEX
WETLANDS|V25718|LRP_95|20.00|13.05|261.00|D|KMS|3000|E
3|700244549|CCT33023|98062757|20170720|183100|2HKW|MARCONI ISLAND SERVICE
STATION|V106569|LRP_95|18.08|12.37|223.65|D|KMS|3200|E
4|700244549|CCT33023|98161537|20170724|184800|2BQE|WESTGATE SERVICE
STATION|V372092|LRP_95|20.05|12.37|248.02|D|KMS|3500|E
eof_000004_000000099367D
```

E – External transactions Credit File

```
hdr_0000000222_COCT_fuel_sapi_20170706_094531_999879.pip
1|700244549|CCT33023|C936902807|20170620|191400|2DKC|BELLSTAR SERVICE
STATION|V159183|LRP_95|20.00|13.05|261.00|C|KMS|2600|E
2|700244549|CCT33023|C97947939|20170625|103000|2388|CALTEX
WETLANDS|V25718|LRP_95|20.00|13.05|261.00|C|KMS|3000|E
3|700244549|CCT33023|C98062757|20170720|183100|2HKW|MARCONI ISLAND SERVICE
STATION|V106569|LRP_95|18.08|12.37|223.65|C|KMS|3200|E
4|700244549|CCT33023|C8161537|20170724|184800|2BQE|WESTGATE SERVICE
STATION|V372092|LRP_95|20.05|12.37|248.02|C|KMS|3500|E
eof_000004_000000099367C
```

Examples of Rental Files
RENTAL transactions File

```
hdr_0000000222_COCT_fuel_sapi_20170704_151736_009868.pip
1|700222878|CCT32283|RB001288855|20170704|151738||700222878|JUN-2017|BUREAU|||33.68|D||
2|700222878|CCT32283|RM001288856|20170704|151738||700222878|JUN-2017|MAINT|||68.12|D||
3|700222955|CCT32280|RB001288857|20170704|151738||700222955|JUN-2017|BUREAU|||33.68|D||
4|700222955|CCT32280|RM001288858|20170704|151738||700222955|JUN-2017|MAINT|||68.12|D||
eof_000004_000000020360D
```

RENTAL transactions Credit File

```
hdr_0000000222_COCT_fuel_sapi_20170704_151736_009868.pip
1|700222878|CCT32283|CRB01288855|20170704|151738||700222878|JUN-2017|BUREAU|||33.68|C||
2|700222878|CCT32283|CRM01288856|20170704|151738||700222878|JUN-2017|MAINT|||68.12|C||
3|700222955|CCT32280|CRB01288857|20170704|151738||700222955|JUN-2017|BUREAU|||33.68|C||
4|700222955|CCT32280|CRM01288858|20170704|151738||700222955|JUN-2017|MAINT|||68.12|C||
eof_000004_000000020360C
```

Data Validations for Fuel transactions

The following checks will be carried out on the data received:

Criteria	Action if not met
1. The equipment (vehicle or plant) must exist as a current active equipment on CCT SAP	Reject
2. Both the Equipment number and Registration Number must match with CCT SAP Master Data	Reject
3. The Voucher number must be unique and comply with rules for Credit and Debit transactions. Credits for Fuel transaction Voucher numbers must be prefixed with: "C" i.e. C1297254 – Maximum 11 characters allowed <input type="checkbox"/> The Credit transactions must reference the Original transaction <input type="checkbox"/> by means of the Voucher Number	Reject
4. The Date and Time must be valid	Reject
5. Duplicate Transaction. Transactions that have the same Equipment Number, Date and Time as a transaction in current file or previous successfully processed file will be treated as a duplicate transaction.	Reject
6. Valid Filling Station number and Name as per CCT Station Code table	Reject
7. Valid Product Code as per CCT Product Code table	Reject
8. Incompatible Fuel Type. Transaction must be of the same fuel type (i.e. petrol or diesel) when compared with the CCT SAP Master Data	Reject
9. Fuel prices must match the prices on the Fuel price table in CCT SAP for a specific date. These checks will only be done for: E – External transactions R - Receipt transactions No checks will be done for: I – Internal transactions T – Transfer transactions	Reject

Criteria	Action if not met
10. The Volume must be calculated using the Volume and the Price at the time of the fill up	Reject
11. Invalid Fuel type. The transaction must be of the same fuel type when compared with the CCT SAP Master Data, and the type of the specific fuel must also match (i.e. ULP95 vs LRP95 or DSL_0005 vs DSL_0050)	Flag
12. Odometer reading checks. Invalid readings (like 1 or 0) are not allowed All other readings will be allowed but flagged if not valid Certain vehicle types (such as Jerry cans and Key fobs) are be excluded from the validation for odometer meter readings.	Reject or Flag

Data Validations for Rental transactions

The following checks will be carried out on the data received:

Criteria	Action if not met
1. The equipment (vehicle or plant) must exist as a current active equipment on CCT SAP	Reject
2. Both the Equipment number and Registration Number must match with CCT SAP Master Data	Reject
13. The Voucher number must be unique and comply with rules for Credit and Debit transactions. Debits for Fees must be prefixed with "R" Credits for Fuel transaction Voucher numbers must be prefixed with "CR" The Credit transactions must reference the Original transaction by means of the Voucher Number	Reject
3. The Date and Time must be valid	Reject
4. Duplicate Transaction. Transactions that have the same Equipment Number, FS Document number (Billing month) as a transaction in current file or previous successfully processed file will be treated as a duplicate transaction	Reject
5. Valid Product Code as per Product Code table for Fees	Reject
6. Fees prices must be valid	Reject

Merchant table and validations

The Merchants and valid dates will be stored in a table on CCT SAP.

All incoming transactions must match with the Merchant code as well as Merchant name.

The Fuel price for selected Merchants will include the rebate whereas the Fuel price for non-select Merchants will exclude the rebate.

Filling stations must indicate which zone the station falls in. Each zone can potentially have a different Fuel price.

Fuel price table and validations

All fuel prices are stored in a table on SAP per Zone as per update files from the Department of Mineral &

Energy Affairs. These prices are updated before the first Wednesday of each month. History is also kept to cater for old or late transactions being processed.

Fuel transaction prices must match the Fuel prices at the time of the fill up.

Actions that result from Checking and Verification

The following actions apply as a result from the above validations:

- Transactions that satisfy all the checking and verification will be processed further
Transactions where the action is "Reject", must not be processed further and indicated as Rejected in the Processing Result Report. The Vendor and/or CCT must then correct the errors and the transaction can be resubmitted in a subsequent file
- Transactions where the action is "Flag" must be processed for payment and indicated as Flagged in the Processing Result Report. The Vendor and/or CCT must then investigate the nature/cause of the error and take any necessary corrective action. The transaction must not be resubmitted unless the problem has been addressed and resolved.

Posting of Plant Maintenance Data

All Fuel and Rental transactions are store in tables in CCT SAP. These tables will contain errors, flagged as well as successfully processed records.

For all successful transactions (Processed and Flagged) the following will be recorded in the SAP Equipment master record:

- Litres
- Odometer readings (Km or Hour)

For all rejected transactions there will be no updating in the Equipment master record

Processing of Transaction Data

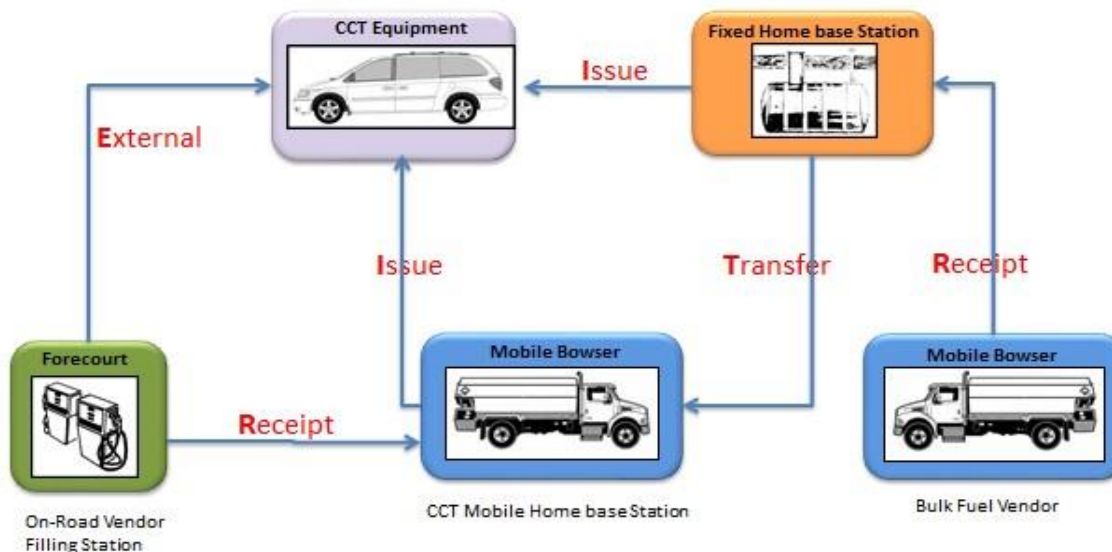
When Fuel transactions pass through the SAP Interface System there will be a Transaction Indicator on the last field of the transaction line.

There are four transactions types for the AFS Fuel file/transactions, namely:

- R – Receipts
- I – Issues
- T – Transfers
- E – External

The following diagram illustrates the differences between all the Transaction types:

FUEL Interface – Fuel transaction Types



Processing of Home Base Transaction Data

There will be both fixed (underground) and mobile home base stations, and both will be fitted with devices that measure both receipts to and issues from the stations. The fixed stations will be supplied by fuel purchased through the City's Bulk Fuel Contract. The mobile stations will be used to refuel plant at remote locations, and can be replenished from either fixed stations or on-road stations.

All transactions (Receipts, Issues and Transfers) for the home base stations will be recorded by the fitted devices, be included in the file of transaction data, and be processed through the CCT interface program.

Processing of Accounts Payable Data Processing of Transaction Data

For all valid E (External) type transactions in a batch, a Parked Invoice will be created. The invoice will be in a parked status until the Accounts Payable Department receives a paper invoice from the Vendor. The paper invoice will then be compared to the parked invoice and the reference field updated with the invoice number. If the parked invoice is found to be in order, the Invoice Processor will release the invoice (post) which will then be included in the next payment run.

If the Parked Invoice and the Invoice received from the Vendor do not match, the payment will not proceed immediately. The Vendor must submit a credit memo for the full value of the incorrect invoice and submit a new invoice for the correct value.

Processing of Home Base Transaction Data

For R (Receipts) type transactions a Purchase Order, Goods Receipt and Parked Invoice will be created. The vendor must supply a separate paper Invoice, and thereafter the payment process is the same as E type transactions.

For T (Transfer) and I (Issue) type transactions there are no financial implications.

Providing Processing Result Reports

Reports cover the following three aspects of the process, and the results will be returned to the Vendor via a FTP (File Transfer Process) from CCT Servers:

- Transactions successfully processed
- Transactions rejected
- Transactions flagged where there are one or more "errors". These transactions will be passed for payment, but some action is required.

A report will be produced for each file received, and will indicate for each transaction record, whether it was successfully processed or not. If not, the reason/s must be given for the rejection of the record so that the necessary changes can be actioned by the Vendor or COCT staff and the transactions resubmitted. All files

need to have the Date and time concatenated in the name at the end

A single report file will be produced which will cover the following three aspects of the process:

- Transactions successfully processed
- Transactions rejected
- Transactions with one or more “errors”, but the transaction must still be passed for payment.

Reports will be produced for each batch received, and will indicate for each transaction record, whether it was successfully processed or not. If not, the reason/s will be given for the rejection of the record so that these can be rectified by the Vendor or CCT and resubmitted. The reports will be sent back to the Vendor using the FTP process.

Result Report file format

The report file produced by SAP will follow the standard naming convention. Each file may consist of one or many records. A report file will be produced for each input file so that the Vendor can reconcile progress with uploading data and can manage errors effectively.

Format: **fuel_sapr_CCYMMDD_HHMMSS_<file number><date and time>.pip** Where:

- <file number> is the unique file number generated by the Vendor
- <date and time> is the date and time of the creation of the response file

Result Report header format

Header:<input filename> input

file:<input file path and filename>

records processed:<record count>

Where:

- <Input filename> is the file name
- <input file path and filename> is the file path and file name as generated by the Fuel interface at the time of creation of the response file
- <record count> is the total of the lines in the file (Excluding header and footer transactions)

```
Directory: /usr/sap/interfaces/outbound/output/gm
Name: fuel_sapr_20170706_094531_009879_20170712104643.pip

Header :hdr_0000000222_CCT_fuel_sapr_20170706_094531_009879.pip
Input File :/usr/sap/interfaces/inbound/input/gm/fuel_sapr_20170706_094531_009879.pip
Records Processed :193
```

Result Report detail lines format

The main content of the file will be the result of the validation and processing done in SAP. Details of report data for transactions will be as follows:

Field	Description
Sequence No	A sequence number so records can be easily identified
Voucher No	Voucher Number – this uniquely identifies the transaction
Success Indicator	The primary indicator of the result of validation: S – Successful R – Rejected F - Flagged
SAP Equipment Number	SAP Equipment Number
Message text	Text of message – where there is more than error, there must a message for each error, and the messages concatenated (separated by semi-colon).

Result Report footer format

The basic footer format will be as follows, but there number of lines can vary depending on the results, and depending on whether there are Homebase transactions and the nature of the Homebase transactions:

**<seq>|Trailer|T||eof_<record count>_< sum of input trx value><Credit/Debit indicator>
nextseq|Err/Succ|X||Rejected Error - Message : <count>**

```

nextseq|Err/Succ|X||Flagged Error    - Message      :      <count>
nextseq|Err/Succ|X||Successful      - Message      :      <count>
nextseq|Err/Succ|X||Total invoice amount :      <value>
nextseq|Err/Succ|X||Invoice number   :      <inv number> eof_nextseq

```

Where:

- <record count> will be a 6 digit number, padded with leading zeros
- <sum of input trx value> will be a 12 digit number in text format which represents the sum of transaction values for the file. The number will be padded with leading zeros and will have NO decimal point.
- <Credit/Debit indicator> will be 1 digit C for Credits and D for Debits
- The following lines are self-explanatory and give a summary of the processing results of the file.

```

000194 Trailer|T| eof_000193_000009734222D
000195 Err/Succ X | Flagged Error - Incorrect fuel type : 5
000196 Err/Succ X | Flagged Error - Meter reading not created : 266
000197 Err/Succ X | Flagged Error - Measuring point not present : 8
000198 Err/Succ X | Flagged Error - More than one measuring point present : 17
000199 Err/Succ X | Flagged Error - Counter reading same as in the prev doc : 20
000200 Err/Succ X | Flagged Error - Counter reading smaller than in prev doc : 49
000201 Err/Succ X | Warning- Meter reading disabled for Type/Name : OIL / I_PM_VEHICLE_OIL_READING
000202 Err/Succ X | Successful - No.of recs included Ext / Rcpt / Trnf / Iss: 193: 0: 0:
000203 Err/Succ X | Rejected - No.of recs rejected Ext / Rcpt / Trnf / Iss: 0: 0: 0:
000204 Err/Succ X | Total External/Internal Amount / Park Inv Number : 97,342.22 : 1900000
000205 Err/Succ X | Total of Credits: 0.00 Total of Debits : 97342.22 :
eof_206

```

Result Report Error Messages

The following indicators will be used for the outcome of the Validation part of the program:

- S – Successful Transaction paid
- R – Rejected Transaction not passed for payment
- F –Flagged Transaction paid, but it has one or more errors

The following reasons will be issued for indicating the processing result.

Note: In addition to the messages below, there may be one or more standard SAP messages. These are usually warning messages and are related to the saving of KMS or HRS data. These standard SAP message are too numerous to list, but are usually self-explanatory.

Indicator	Message
S	Successful – invoice number xxxx
	Internal Station, NOT included in invoice
	Number of records included in invoice
R	EOF total discrepancy
	Sequencing errors
	Mandatory fields blank
	Duplicate voucher number
	Invalid equipment number
	Invalid registration number
	No standing order
	No Measuring Point
	Incorrect product code/inactive
	Incompatible fuel type
	invalid/no filling station
	Fuel price not found
	Invalid fuel price
	Invoice not parked/created
	Incorrect Company Code
Incorrect Business Area assigned to order	

Indicator	Message
F	Required fields blank
	Required Equipment Class value not complete
	Incorrect fuel type
	Meter reading not created
	Measuring point not present
	More than one measuring point present
	Counter reading same as in the previous doc
	Counter reading smaller than in previous doc

Annexure F

Item	Reports Description	Requirements
1	Last Odo Reading	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Last Transaction date, Last Transaction time, Odo/Hours, Consumption type, Transaction Type	Daily
2	Daily Transaction	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Previous Odo, Odo, Span, Consumption, Benchmark, Variance, Merchant, Oil Company	Daily
3	Consumption Report (L/hr or km/h)	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Previous Odo, Odo, Span, Consumption, Benchmark, Variance, Recommended Usage, Utilisation	Monthly
4	Overrides (Helpdesk)	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Previous Odo, Odo, Span, Consumption, Benchmark, Variance, Merchant, Oil Company	Weekly/4 Week Span
5	Dormant Report	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Last Transaction date, Last Transaction time, Odo/Hours, Consumption type	Weekly
6	Tank Capacity Exceeded	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Txn Date, Txn Time, Transaction Type, Product, Volume, Tank Capacity, Variance, Percentage Exceeded	Daily
7	Multiple Transaction	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, First Re-fuel, Volume, Merchant, Second Re-fuel, Volume, Merchant, Tank Capacity, First Odo, Odo, Distance Between Fills, Time Between Fills, Total Volume	Daily/Weekly

8	Out of City Boundaries	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Previous Odo, Odo, Span, Consumption, Benchmark, Variance, Merchant, Town, Oil Company	Daily
9	Odo Stills	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, E-Fuel, Helpdesk, Start Odo, Odo, Span, Volume, Value	Weekly
10	Fuel Consumption Exceeded	
	Information displayed is:- Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Previous Odo, Odo, Span, Consumption, Benchmark, Variance	Weekly
11	Monthly Summary Fuel Report	
	Information displayed is:- Directorate, Department, Engen Diesel, Engen Petrol, Chevron Diesel, Chevron Petrol, Total Diesel, Total Petrol, Total, (All Volume & Value)	Monthly
12	Forecourt Usage	
	Information displayed is:- Merchant, Oil Company, E-Fuel, Helpdesk, Volume, Value	Monthly
13	Homebase reports	
	Information displayed is:- Department, Equipment no, Registration No., Vehicle description, Volume, Refuel Date, Depot, Pump Name, Voucher	Weekly
14	Oil usage - Exception report only	
	Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Merchant, Oil Company	Daily
15	Transactions being held back/Rejected	
	Directorate, Department, Location, Reg No, Equipment No, Make, Model, Year, Date, Time, Volume, Value, Transaction Type, Product, Previous Odo, Odo, Span, Consumption, Benchmark, Variance, Merchant, Oil Company	Monthly
16	VIU Repairs Register	
	Directorate, Department, Location, Reg No, Equipment No, Make, Model, Date, Description, Odo, repair type, technician details	Weekly
17	Summary report on monthly/quarterly performance per City department.	
	Monthly reports to be sent to Fleet co-ordinators, department Head, Manager and Director	Monthly/Quarterly

	Quarterly reports to be sent to Directors and Executive directors	
--	--	--

Report delivery to the City departments shall be automated with no/minimal human intervention

The above reports are mandatory

Annexure G

Vehicle MPI Unit

MULTIPLE PRODUCT INTERFACE - MPI-001
APPLICATION: CITY OF CAPE TOWN - LIGHT VEHICLES

NOTES:

1. MAXIMUM CURRENT DRAW - 5amp
2. NO 2 WAY RADIO CONNECTIONS PERMITTED

SPECIAL NOTE:

Wire colour indication on plugs is viewed from harness side of plug. From the back looking towards the control module

LEGEND:

Plug B - VEHICLE INPUT

Plug A 1. Battery +ve, 2. Ignition +ve, 3. Ground (ve), 4. Empty — UNUSED

Plug C 1. Battery +ve, 2. Ignition +ve, 3. Engine RPM, 4. Ground (ve), 5. Speed, 6. Empty — UNUSED

Plug D 1. Battery +ve, 2. Ignition +ve, 3. Engine RPM, 4. Ground (ve), 5. Speed, 6. Empty — UNUSED

Plug E 1. Battery +ve, 2. Ground (ve) — Hazard

Plug F 1. Ignition +ve, 2. Ground (ve) — UNUSED

Plug G 1. Battery +ve, 2. Ignition +ve, 3. Ground (ve), 4. Engine RPM — Notstar

Plug H 1. Battery +ve, 2. Ignition +ve, 3. Ground (ve), 4. Empty — UNUSED

Plug I 1. Battery +ve, 2. Ignition +ve, 3. Engine RPM, 4. Ground (ve), 5. Speed, 6. Empty — AFS - Efluid

INPUT from vehicle DO NOT TOUCH

QUANTITY	0100014	DATE ISSUED	01/08/2012	REVISED - 1	REVISED	01/08/2012	Completed Signal
PART DESC.	Multiple Product Interface	SCALE	1:1 (as cable)	REVISED - 2	REVISED	01/02/2013	Revision of Layer 4
PART No.	0010014	UNAPPROVED	0000	REVISED	REVISED		
FILE	By: Doc control/eng/afm/pe/ps/robert/lyla/ps/col/robert/ro						

All rights reserved. No part of this document may be reproduced without the prior written permission of SAFESTOP

Annexure H:

THE CITY'S IT ARCHITECTURAL STANDARDS

1. Introduction

This document provides prospective vendors with technical information regarding the City's current IT environment. This subsection also provides the City's compulsory Architectural standards for the proposed solution.

2. General Architectural Standards

2.1 Current City of Cape Town's Information Technology Environment

Three of the largest technology decisions taken by the City of Cape Town are as follows:

- a) SAP for structural business processes which covers the City's back-office systems.
- b) Microsoft for unstructured business processes which covers the standardisation of the desktops and backend servers on Microsoft technology
- c) Finally, Esri for Spatial which covers the implementation of ArcGIS Enterprise Environment desktop and backend servers.

Given that substantial investments (financial and human) have been made in these three technology "stacks", all new initiatives or developments needs to be in line with these technologies.

The table below contains all CCT landscape that supports our core and unstructured business processes.

Domain	Software Vendor	CCT Current Standards
Operating System	Microsoft Server	Ms Windows Server 2012 R2 as the minimum standard
		IBM AIX 7.2 as the minimum standard
	SAP	SUSE Linux Enterprise Server 11.4
	ArcGIS	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Database	Microsoft	MS SQL 2014 as the minimum standard
		Oracle 12.1 as the minimum standard
	SAP	SAP HANA 2.0 SP03
	ArcGIS	ArcGIS version 10.2.1, future 10.6.1
Hardware Server Virtual Machines (Non - SAP Applications and Databases are hosted in the Virtual	Microsoft	Microsoft Hyper -V
	SAP	IBM Power Series 8 Virtual Machine
	ArcGIS	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Server Management	Microsoft	System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)
	SAP	SAP Solution Manager 7.2
	ArcGIS	Internal facing applications and solution for version 10.x EPIC ring fenced systems for version 10.x

		External facing applications and solutions for versions 10.x
Security and Business Continuity	Microsoft	Data Protection Veritas NetBackup 8.0
	SAP	See authorisation Section below
	ArcGIS Server	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Authorisation & Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)
	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.x
Portal/Web Hosting	Microsoft	Windows 2012 Server Running IIS 7.5.7600 as the minimum standard
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTP Server – latest secure version (eg. 2.4.X or 2.5.X etc) in the series that is available as the minimum standard Tomcat - latest secure version (eg. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard

	ArcGIS	ArcGIS Portal Version 10.4.1, 10.6.1
Program Development	Microsoft	.NET 4.5.2 minimum standard
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript, ArcObjects & .NET 4.7.1
Middleware/ Integration	Microsoft	ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST
	SAP	SAP Process Integration 7.4 as the minimum standard GEO.e – Integration of Transport assets with SAP PM and FI
	ArcGIS	Esri Mediator – Integration of PVC objects wit SAP LUM
Front End Services & Endpoint computing	Microsoft	Windows 7 64-bit Enterprise and Windows 10 64 bit Professional and Enterprise as the minimum standard Office Professional Plus 2010 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader (electronic forms client), Lync (corporate instant-messaging client), SharePoint Workspace}

		<p>Internet Explorer 11 as the minimum standard</p> <p>Exchange 2013 (Email)</p> <p>Lync 2010 as the minimum standard (Instant Messaging, Video Conferencing)</p> <p>SharePoint 2016 as the minimum standard</p>
	SAP	SAP GUI 7.50 as the minimum standard
	ArcGIS	<p>ArcMap 10.6.1 Suite</p> <p>ArcGIS Pro 1.2</p>
Supported File transfer Protocols	Secure File Transfer Solution (SFTP), FTPS	
Anti-virus software	Trend Micro Smart Protection Complete Suite as the minimum standard	
Records Management	Public Sector Records Management SAP NetWeaver 7.4	
Mobile field devices	Android 4.4.4 operating system as minimum standards	
	SAP Afaria 7 mobile management system as minimum standard	

Domain	Software Vendor	CCT Current Standards
Open Source	Operating System	Redhat Enterprise Linux (RHEL) 7.5 SUSE Linux Enterprise Server 12 SP4
	Database	MariaDB 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)

Network Minimum Standards

- The City's network is spread over a wide geographical area which runs on a MPLS network.
- Desktops typically have a 100Mbps LAN connection, while WAN connections vary between 28.8Kbps to 1Gbps (a typical WAN connection is 64Kbps)
- Servers in the datacentres are linked to a minimum of 1 Gbps of connectivity

Desktop Hardware Minimum Standards

The City of Cape Town's minimum desktop hardware specification are:

- Processor: Intel® Core™ i5-4590
- Memory: 4GB
- Chip Set: Q87 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
- Windows operating system: Windows 7 Enterprise Edition and Windows 10 Professional Edition
- Hard Drive: 320GB HDD
- Graphics: Intel HD 4600
- Memory Slots: 2

Further Compulsory Standards

The following minimum IT Architectural Standards MUST be complied with:

1. IP protocol only on the network
2. The use of Secure Transport Layer Security (TLS) version 1.2 between all application components
3. Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
4. Separate database and application server architecture.
5. ODBC or OLEDB connections between applications and databases
6. Full relational database design, using stored procedures.
7. All DLLs must be wrapped as COM+ objects (preferably written in .NET)
8. Minimum .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2
9. Scheduled events via DTS on SQL Server.
10. Application security (i.e. user accounts) at the application or database level (not at the OS level)
11. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
12. Solution must function within a Microsoft Managed Environment
13. PC thick clients must not function requiring administrative rights
14. PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
15. Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
16. All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
17. No direct connections to the internet will be permitted - in the case where a web application needs access to the internet it will only be permitted via an HTTP proxy
18. Outbound connections through proxy only allowed on HTTP and HTTPS ports 80 and 443
19. Webserver (Tomcat/Apache) must have as have all vendor provided security patches to known CVEs applied

Further Preferred Standards

The following IT ARCHITECTURAL standards are preferred:

1. Application Solutions hosted on Microsoft Platforms
2. Web applications rather than thick client/server applications
3. If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
4. Application architecture to be modular, and N-tiered
5. Version control to be used for all application layers, and release management to include detailed release notes
6. The ability to co-exist with other 3rd party applications on the same hardware.
7. Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above
8. Cloud services are only allowed if there is a replication of data on cloud as well as on premise. The replication must happen in real time.

Further Non-Supported Standards

The following IT ARCHITECTURAL standards are EXPLICITLY NOT SUPPORTED:

1. Active X Controls – the managed desktop environment does not permit these.
2. Mapped Network Drives or UNC paths between workstations and application servers
3. Mapped Network Drives between application/web/database servers
4. Mapped Network Drives or UNC paths between workstations
5. IP addressing - use DNS addressing instead
6. Application and database on same server
7. Microsoft Access on a server
8. Applications written in such a manner whereby usernames and password are embedded in the application code