



TENDER NO: 230S/2023/24.

**THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF
LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED**

CONTRACT PERIOD OF 3 FINANCIAL YEARS, UNTIL 30 JUNE 2027

CLOSING DATE:	10 May 2024
CLOSING TIME:	10h00
TENDER BOX NUMBER:	171

TENDER FEE: **R 200.00** Non-refundable tender fee payable to CTS for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

BIDDER		
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual		
TRADING AS (if different from above)		
TOTAL BID PRICE (Incl. VAT)	1. Corporate/Commercial Law & Contract Transactions	
	2. Procurement and Public Law	

ISSUED BY:

Cape Town Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051

TABLE OF CONTENTS

(1) GENERAL TENDER INFORMATION.....	3
(2) CONDITIONS OF TENDER	4
(3) DETAILS OF BIDDER	16
(4) FORM OF OFFER AND ACCEPTANCE.....	17
(5) PRICING INSTRUCTIONS.....	21
(5) PRICING SCHEDULE.....	23
(6) SPECIFICATION(S)	27
(7) SPECIAL CONDITIONS OF CONTRACT	33
(8) SUPPORTING SCHEDULES	42
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS	42
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION – NOT APPLICABLE	43
SCHEDULE 3: PREFERENCE SCHEDULE.....	45
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4).....	53
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	55
SCHEDULE 6: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	56
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	58
SCHEDULE 9: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT.....	59
SCHEDULE 10: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	60
SCHEDULE 11: LIST OF OTHER DOCUMENTS ATTACHED BY BIDDER.....	61
SCHEDULE 12: RECORD OF ADDENDA TO TENDER DOCUMENTS	62
SCHEDULE 13: FUNCTIONALITY EVALUATION	63
SCHEDULE 14: TECHNICAL REQUIREMENTS - CERTIFICATES	71
SCHEDULE 15: SUPPORT RESOURCES	72
SCHEDULE 16: ADDITIONAL PRACTITIONERS.....	73
(9) CONTRACT DOCUMENTS	75
ANNEXURE 1: FORM OF GUARANTEE / PERFORMANCE SECURITY	75
ANNEXURE 2: FORM OF ADVANCE PAYMENT GUARANTEE	78
ANNEXURE 3: MONTHLY PROJECT LABOUR REPORT (EXAMPLE).....	80
ANNEXURE 4: PREFERENCE POLICY SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	82
ANNEXURE 5: PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)	83
ANNEXURE 6: INSURANCE BROKER’S WARRANTY (PRO FORMA)	84

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	19 April 2024
CLARIFICATION MEETING	:	N/A
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	N/A
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the CTS of Cape Town, Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>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 bidder, the endorsement "TENDER NO. 230S/2023/24.: THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED" the CTS tender box No 171 and the closing date indicated on the envelope.</p> <p>The sealed envelope must be inserted into the appropriate official tender box before closing time.</p> <p>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 bidder's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.</p>
TENDER REPRESENTATIVE (TECHNICAL)	:	Werner Kuhn
TENDER REPRESENTATIVE (ADMINISTRATIVE):	:	Blake D'Oliveira Blake.DOliveira@capetown.gov.za

(2) CONDITIONS OF TENDER

Clause	Description
1.	<u>General</u>
1.1.	Actions
1.1.1	<p>The Cape Town Stadium (RF) SOC Limited (CTS) and each bidder submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, the parties 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.</p> <p>The parties agree that this tender, its evaluation and acceptance shall be subject to the supply chain management policy of CTS that was applicable on the date the bid was advertised (as amended from time to time).</p> <p>Abuse of the supply chain management system is not permitted and may result in the bidder's tender being rejected, cancellation of the contract, restriction of the bidder, and/or the exercise by CTS of any other remedies available to it.</p>
1.1.2	The CTS, the bidder 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. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CTS shall declare any conflict of interest to CTS 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.
1.1.3	The CTS shall not seek, and a bidder shall not submit a tender, without having a firm intention and capacity to proceed with the contract.
1.2	<u>Interpretation</u>
1.2.1	The additional requirements contained in the returnable documents are part of these Conditions of Tender.
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.
1.3	<u>Communication during tender process</u>
1.3.1	Verbal or any other form of communication, between the CTS, the bidder, their employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the tender, will not be regarded as binding on either party, unless communicated by the one party in writing. Communication will also only be accepted if it is sent by the parties delegated authority.
1.4	The CTS's right to accept or reject any tender offer
1.4.1	<p>The CTS 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 CTS may, prior to the award of the tender, cancel a tender if:</p> <ul style="list-style-type: none"> 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; or d) there is a material irregularity in the tender process; or e) the Parties are unable to negotiate market related pricing. <p>The CTS shall not accept or incur any liability to a bidder for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.</p>
1.5	<u>Procurement procedures</u>
1.5.1	Unless otherwise stated in the tender conditions, a contract will be concluded with the bidder who scores the highest points, for price and preference, in accordance with Schedule 3.
1.6	<u>Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court</u>
1.6.1	<p>Disputes, objections, complaints and queries:</p> <p>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) and the SCM Policy of the CTS:</p> <ul style="list-style-type: none"> a) Persons aggrieved by decisions or actions taken by the CTS in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection

Clause	Description
	or complaint or query or dispute against the decision or action.
1.6.2	<p>Appeals:</p> <p>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 CTS, may appeal against that decision by giving written notice of the appeal and reasons to the CTS/Chief Executive Officer within 21 days of the date of the notification of the decision.</p> <p>b) An appeal must contain the following:</p> <ol style="list-style-type: none"> 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
1.6.3	<p>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:</p> <p>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).</p>
1.6.4	<p>All requests referring to sub clauses 1.6.1 and 1.6.2 must be submitted in writing to:</p> <p>The CEO CTS: C/o the Manager: Supply Chain Management Via hand delivery at: CTS Stadium, Fritz Sonnenberg Road Green Point 8051 Via email at: blake.doliveira@capetown.gov.za</p>
1.6.5	<p>All requests referring to clause 1.6.3 regarding access to information or reasons must be submitted in writing to:</p> <p>The CEO CTS: Office of the Chief Executive Officer Via hand delivery at: CTS Stadium, Fritz Sonnenberg Road Green Point 8051 Via email at: gina.Woodburn@capetown.gov.za</p>
1.6.6	<p>The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).</p> <p>CTS, its employees, representatives and sub-contractors may, from time to time, process the Bidder's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in relation to CTS's Supply Chain Management Policy or as may be otherwise permitted by applicable law. This includes the Processing of the latter Personal Information by CTS's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. CTS's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which CTS's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject is a party.</p>
1.7	National Treasury Web Based Central Supplier Database (CSD) Registration
1.7.1	<p>Bidders are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Bidders 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.</p> <p>Bidders 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.</p> <p>It is each bidder's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
1.8	Cape Town (CCT) Supplier Database Registration
1.8.1	<p>Bidders are required to be registered on the CCT Supplier Database as a service provider. Bidders 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.</p>

Clause	Description
	<p>Bidders 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 CTS of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).</p> <p>It is each Bidder's responsibility to keep all the information on the CCT Supplier Database updated.</p>
2.	<u>Bidder's obligations</u>
2.1	<u>Responsiveness Criteria</u>
2.1.1	Bidders 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.
2.1.1.1	<p>Submit a tender offer:</p> <p>Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CTS, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
2.1.1.2	<p>Compliance with requirements of CTS SCM Policy and procedures adopted by CTS:</p> <p>Only those tenders that are compliant with the requirements below will be declared responsive:</p> <ol style="list-style-type: none"> a) Full name of tendering entity to be provided; b) Identification number or company or other registration number to be provided; c) Tax reference number to be provided; d) VAT registration number (if any) to be provided; e) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed); f) A copy of the partnership / joint venture / consortium agreement to be provided. g) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed); h) A completed Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed); i) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed); j) The bidder (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy, k) The bidder's tax matters with SARS are in order; l) The bidder is not an advisor or consultant contracted with the CTS, m) The bidder is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee. n) 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 bidder non-responsive based on the conditions contained thereon (applicable schedules below to be completed); o) The bidder (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time; p) The bidder should be in possession of a certificate issued by the Private Security Regulatory Authority (PSIRA), if applicable and only required for security tenders.
2.1.1.3	Minimum score for functionality:

Clause	Description
	<p>Only those tenders submitted by bidders who achieve the minimum score for functionality, as stated in Schedule 13, will be deemed responsive in respect of the applicable panel the bidder submitted a tender offer.</p> <p>The description of the functionality criteria and the maximum possible score for each is detailed in Schedule 13. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.</p> <p>The minimum qualifying score for functionality is 70 points out of a maximum of 100 points.</p> <p>Each panel will be evaluated separately, therefore Bidders MUST supply with the tender all necessary documentation and information required for evaluation purposes.</p> <p>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.</p> <p>Bidders 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 bidder not being able to achieve the specified minimum scoring.</p>
2.2	<u>Cost of tendering</u>
2.2.1	The CTS 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.
2.3	<u>Check Documents</u>
2.3.1	<p>The documents issued by the CTS for the purpose of a tender offer are listed in the index of this tender document.</p> <p>Before submission of any tender, the bidder must 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 bidder must apply to the CTS at once to have the same rectified.</p>
2.4	<u>Confidentiality and copyright of documents</u>
2.4.1	Treat as confidential all matters arising in connection with the tender and the services provided pursuant and/or connected thereto. Use and copy the documents issued by the CTS only for the purpose of preparing and submitting a tender offer in response to the invitation.
2.5	<u>Reference documents</u>
2.5.1	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.
2.6	<u>Acknowledge and comply with notices</u>
2.6.1	<p>Acknowledge receipt of notices to the tender documents, which the CTS 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.</p> <p>Notwithstanding any requests for confirmation of receipt of notices issued, the bidder shall be deemed to have received such notices if the CTS can show proof of transmission thereof via electronic mail, facsimile, registered post or any other lawful means.</p>
2.7	<u>Clarification meeting</u>
2.7.1	Attend, where required, a clarification meeting at which bidders 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.

Clause	Description
	Bidders 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.
2.8	<u>Seek clarification</u>
2.8.1	Request clarification of the tender documents, if necessary, by notifying the CTS at least 5 working days before the closing time stated in the General Tender Information.
2.9	<u>Pricing the tender offer</u>
2.9.1	Comply with all pricing instructions as stated on the Price Schedule.
2.10	<u>Alterations to documents</u>
2.10.1	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CTS, or necessary to correct errors made by the bidder. All signatories to the tender offer shall initial all such alterations.
2.11	<u>Alternative tender offers</u>
2.11.1	No Alternative offers will be considered.
2.12	<u>Submitting a tender offer</u>
2.12.1	Submit one tender offer only on the original tender documents as issued by the CTS, 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 CTS together with all Returnable Schedules duly completed and signed will be declared responsive.
2.12.2	Return the entire document to the CTS after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
2.12.3	Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English
2.12.4	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 bidders proposing to contract as joint ventures shall state which of the signatories the lead partner is.
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 CTS's address and identification details stated in the General Tender Information, as well as the bidder's name and contact address.
2.12.6	Seal the original tender offer and copy packages together in an outer package that states on the outside only the CTS's address and identification details as stated in the General Tender Information.
2.12.7	Accept that the CTS 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.
2.12.8	Accept that tender offers submitted by facsimile or e-mail will be rejected by the CTS, unless stated otherwise in the tender conditions.
2.12.9	By signing the offer part of the Form of Offer (Section 2, Part A) the bidder warrants that all information provided in the tender submission is true and correct.
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 (as detailed in Section 1, Page 3 of this tender document). If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
2.12.11	The bidder 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 Bidder .
2.13	<u>Information and data to be completed in all respects</u>

Clause	Description
2.13.1	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 CTS as non-responsive.
2.14	<u>Closing time</u>
2.14.1	Ensure that the CTS 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.
2.14.2	Accept that, if the CTS 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.
2.14.3	Accept that, the CTS shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
2.15	<u>Tender offer validity and withdrawal of tenders</u>
2.15.1	Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CTS at any time for a period of 240 days after the closing date stated on the front page of the tender document.
2.15.2	<p>Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CTS for a period of six (6) months after the expiry of the original validity period unless the CTS is notified in writing of anything to the contrary by the bidder (including any further conditions) by the bidder. Any further conditions introduced by the supplier will be considered at the sole discretion of the CTS.</p> <p>In circumstances where the validity period of a tender has expired, the tender has not been awarded, however, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to CTS's Bid Adjudication Committee for noting.</p>
2.15.3	<p>A bidder 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 CTS after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the bidder agrees that:</p> <ol style="list-style-type: none"> a) it shall be liable to the CTS for any additional expense incurred or losses suffered by the CTS 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 CTS 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 bidder under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the bidder 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 CTS shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
2.16	<u>Clarification of tender offer, or additional information, after submission</u>
2.16.1	<p>Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CTS during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of bidders or substance of the tender offer is sought, offered, or permitted.</p> <p>Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the CTS elect to do so.</p> <p>Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CTS's written request will render the tender non-responsive.</p>
2.17	<u>Provide other material</u>
2.17.1	Provide, on request by the CTS, any other material that has a bearing on the tender offer, the bidder's commercial position (including joint venture agreements), preferencing arrangements, or samples of

Clause	Description
	materials, considered necessary by the CTS for the purpose of the evaluation of the tender. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CTS's request, the CTS will regard the tender offer as non-responsive.
2.17.2	<p>Provide, on written request by the CTS, where the transaction value inclusive of VAT exceeds R 10 million:</p> <ul style="list-style-type: none"> 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 bidder certifying that the bidder 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 bidder 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. <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p>
2.17.3	Bidders undertake to fully cooperate with the CTS's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CTS.
2.18	<u>Samples, Inspections, tests and analysis</u>
2.18.1	<p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.</p> <p>If the Specification requires the bidder to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.</p> <p>If such samples are not submitted as required in the bid documents or within any further time stipulated by the CTS in writing, then the bid concerned may be declared non-responsive.</p>
2.19	<u>Certificates</u>
2.19.1	The bidder must provide the CTS with all certificates as stated within this tender document.
2.19.2	<p>Evidence of tax compliance</p> <p>Bidders 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 2.1.1.2. The bidder must also provide its Tax Compliance Status PIN number on the Details of Bidder pages of the tender submission.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.</p> <p>Before making an award the CTS 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 CTS, within the time period stated in the notice, 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 CTS via CSD or e-Filing. The CTS must reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.</p> <p>Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the Details of Bidder pages of the tender submission, are not required to register for a tax compliance status with SARS.</p>
2.20	<u>Compliance with Occupational Health and Safety Act, 85 of 1993</u>

Clause	Description
2.20.1	<p>Bidders are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Bidder 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.</p> <p>In this regard the Bidder shall submit upon written request to do so by the CTS, 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.</p>
2.21	<u>Claims arising from submission of tender</u>
2.21.1	<p>The bidder warrants that it has:</p> <ol style="list-style-type: none"> a) inspected the tender conditions, Specifications and read and fully understood the Conditions of Contract, b) read and fully understood the whole text of the tender conditions, 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 CTS 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 Bidder, and e) received any notices to the tender documents which have been issued in accordance with the CTS's Supply Chain Management Policy. <p>The CTS will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.</p>
3.	<u>The CTS undertakings</u>
3.1	<u>Respond to requests from the bidder</u>
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.
3.1.2	The CTS's representative for the purpose of this tender is stated on the General Tender Information page.
3.2	<u>Issue Notices</u>
3.2.1	<p>If necessary, issue notices that may amend or amplify the tender documents to each bidder during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a bidder applies for an extension to the closing time stated on the front page of the tender document, the CTS may grant such extension and, shall then notify all bidders who drew documents.</p> <p>Notwithstanding any requests for confirmation of receipt of notices issued, the bidder shall be deemed to have received such notices if the CTS can show proof of transmission thereof via electronic mail, facsimile or registered post.</p>
3.3	<u>Opening of tender submissions</u>
3.3.1	<p>Unless the two-envelope system is to be followed, open tender submissions in the presence of bidders' agents who choose to attend at the time and place stated in the tender conditions.</p> <p>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.</p>
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 bidder whose tender offer is opened and, where possible, the prices and the preferences indicated.

Clause	Description
3.3.3	Make available a record of the details announced at the tender opening meeting on the CTS of Cape Town's website (http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx .)
3.3.4	Make available the pricing schedules upon written request.
3.4	<u>Two-envelope system</u>
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 bidders' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each bidder whose technical proposal is opened.
3.4.2	Evaluate the quality of the technical proposals offered by bidders, then advise bidders who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, 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 bidders whose technical proposals were non responsive.
3.5	<u>Non-disclosure</u>
3.5.1	Not disclose to bidders, 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 bidder.
3.6	<u>Grounds for rejection and disqualification</u>
3.6.1	Determine whether there has been any effort by a bidder to influence the processing of tender offers and instantly disqualify a bidder (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
3.7	<u>Test for responsiveness</u>
3.7.1	Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> 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.
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 CTS's opinion, would: <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, b) significantly change the CTS's or the bidder's risks and responsibilities under the contract, or c) affect the competitive position of other bidder presenting responsive tender offers, if it were to be rectified. <p>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.</p> <p>CTS reserves the right to accept a tender offer which does not, in CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.</p>
3.8	<u>Arithmetical errors, omissions and discrepancies</u>
3.8.1	Check the responsive tenders for: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.
3.8.2	The CTS must correct the arithmetical errors in the following manner: <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

Clause	Description
	<p>b) If bills of quantities or 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 unit rate shall govern and the line item shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern.</p> <p>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 bidder's addition of prices, the product of the unit rates and quantities shall govern and the bidder will be asked to revise the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the bidder does not correct or accept the correction of the arithmetical error in the manner described above.</p>
3.8.3	In the event of tendered rates or lump sums being declared by the CTS to be unacceptable to it because they are either excessively low, or not in proper balance with other rates or lump sums, the bidder 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 CTS is still not satisfied with the tendered rates or lump sums objected to, it may declare the tender as non-responsive.
3.9	<u>Clarification of a tender offer</u>
3.9.1	<p>The CTS may, after the closing date, request additional information or clarification from bidders, 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. Such written request, and the Bidder's related response, shall not change or affect their competitive position or the substance of the tender offer.</p> <p>Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CTS's written request will render the tender non-responsive.</p>
3.10	<u>Evaluation of tender offers</u>
3.10.1	General
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.
3.10.1.2	<p>For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:</p> <ol style="list-style-type: none"> 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. 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. 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. 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 CTS will check all quoted rates against those supplied by its own bank). If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one. 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).
3.10.2	Decimal places
3.10.2.1	Score financial offers, preferences and functionality, as relevant, to two decimal places.
3.10.3	Scoring of tenders (price and preference)

Clause	Description
3.10.3.1	<p>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 3):</p> <p>a) based on the hourly rate for the Lead Practitioner.</p>
3.10.3.2	<p>Points for preference will be allocated in accordance with the provisions of Preference Schedule (Schedule 3).</p>
3.10.3.3	<p>The terms and conditions of Preference Schedule shall apply in all respects to the tender evaluation process and any subsequent contract.</p>
3.10.4	<p>Risk Analysis</p>
3.10.4.1	<p>Notwithstanding compliance with regard to any requirements of the tender, the CTS will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) the bidder's ability to fulfil its obligations in terms of the tender document, that is, that the bidder 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 CTS reserves the right to consider a bidder's existing contracts with the CTS in this regard. <p>No bidder will be recommended for an award unless the bidder has demonstrated to the satisfaction of the CTS that he/she has the resources and skills required.</p>
3.11	<p><u>Negotiations with preferred bidders</u></p>
3.11.1	<p>The CTS may negotiate the final terms and pricing of a contract with bidders identified through a competitive tendering process as preferred bidders, provided that such negotiation:</p> <ul style="list-style-type: none"> a) does not allow any preferred bidder a second or unfair opportunity; b) is not to the detriment of any other bidder; and c) does not lead to a higher price than the tender as submitted. <p>If negotiations fail to result in acceptable pricing and/or contract terms, the Chief Executive Officer (CEO) (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked bidder for negotiations. The original preferred bidder should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked bidder for negotiations, the failed earlier negotiations may not be reopened by the CTS.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p> <p>The provisions of this clause will be equally applicable to any invitation to negotiate with any other bidders.</p> <p>In terms of the CTS Preferential Procurement Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any acceptable tender.</p>
3.12	<p><u>Acceptance of tender offer</u></p>
3.12.1	<p>Notwithstanding any other provisions contained in the tender document, the CTS reserves the right to:</p> <ul style="list-style-type: none"> a) Accept a tender offer which does not, in the CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document. b) 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 CTS is not obliged to accept the lowest or any tender. c) Accept the tender offer, only if in the opinion of the CTS, the bidder: <ul style="list-style-type: none"> i. can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document, ii. does not pose any material risk to the CTS,

Clause	Description
	iii. is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.
3.13	<u>Appointment of a successful and alternative bidder</u>
3.13.1	In the award of the tender CTS may opt to appoint more than one supplier, the highest ranked bidder (the winner) and in addition, one or more alternative bidders for the allocation of work, whereby the order will always be offered and if accepted allocated to the highest ranked bidder and only if the supplier refuses, or in the opinion and motivation of the Contract Owner is unable to perform, will the work be offered to the next highest ranked bidder from the alternative bidders.
3.14	<u>Prepare contract documents</u>
3.14.1	If necessary, revise documents that shall form part of the contract and that were issued by the CTS as part of the tender documents to take account of: <ul style="list-style-type: none"> a) notices issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the CTS and the successful bidder.
3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
3.15	<u>Notice to successful and unsuccessful bidders</u>
3.15.1	Before accepting the tender of the successful bidder the CTS shall notify the successful bidder in writing of the decision of the CTS's Bid Adjudication Committee to award the tender to the successful bidder. No rights shall accrue to the successful bidder in terms of this notice
3.15.2	The CTS shall, at the same time as notifying the successful bidder of the Bid Adjudication Committee's decision to award the tender to the successful bidder, also give written notice to the other bidders informing them that they have been unsuccessful.
3.16	<u>Provide written reasons for actions taken</u>
3.16.1	Provide upon request written reasons to bidders 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 bidders or might prejudice fair competition between bidders.

(4) FORM OF OFFER AND ACCEPTANCE

230S/2023/24.: THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED

PART A (TO BE FILLED IN BY BIDDER):

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

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

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

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

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

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 bidders issued by the Cape Town Stadium (RF) SOC Limited;
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 render all or any of the services described in the tender document to the Cape Town Stadium (RF) SOC Limited 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 bidder (duly authorised)

Date

INITIALS OF CTS OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

230S/2023/24.: THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED

PART B (TO BE FILLED IN BY CAPE TOWN STADIUM (RF) SOC LIMITED)

By signing this *Form of Offer and Acceptance* the CTS (also referred to as the 'Purchaser'):

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL BIDDER, ALSO REFERRED TO AS THE "SUPPLIER")** _____, thereby concluding a contract with the supplier for a contract period commencing on the date of appointment and terminating on 30 June 2027;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.
3. The terms of the Conditions of Contract are contained in:
 - 3.1 the Special and General Conditions of Tender;
 - 3.2 the Price schedule
 - 3.3 the Specifications; and
 - 3.4 any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.
4. Deviations from and amendments to the documents listed in the tender and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Bidder and CTS 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 Deviation schedule.
5. The Bidder shall within two weeks after receiving a completed copy of the Contract, including the schedule of deviations (if any), contact CTS 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 conditions of contract. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of the Contract.
6. Notwithstanding anything contained herein, this Contract comes into effect on the date when the parties have signed the table below and CTS confirms receipt of one fully completed original copy of this Contract, including the schedule of deviations (if any). The Bidder, shall within 5 (five) working days of the Contract coming into effect notify CTS in writing of any reason why it cannot accept the contents of this contract as a complete and accurate memorandum thereof, failing which the contract presented to the Bidder shall constitute the binding contract between the parties.

The Parties	Purchaser	Supplier
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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		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CAPE TOWN STADIUM (RF) SOC LTD)

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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By the duly authorised representatives signing this agreement, the CTS and the bidder 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 bidder and the CTS 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 bidder 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) PRICING INSTRUCTIONS

1. Prices must be quoted in South African currency, with VAT being displayed separately on the Pricing Schedule and invoices (if applicable).
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 bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
3. All prices shall be tendered in accordance with the units specified in the Pricing Schedule.
4. Where a value is given in the Quantity column, a Rate and Price (i.e., the product of the Quantity and Rate) is required to be inserted in the relevant columns.
5. A price must be entered against all items as per the section in the Price Schedule. **An item against which no rate is entered (i.e. the line item is left blank or scratched through) may be interpreted as no offering having been submitted and will deem the entire offer for the section as non-responsive. Where bidders offer a service/goods at a zero-rate, this must be clearly indicated in the applicable line item (e.g. stating “0” or “NIL” or “Included”), i.e. that there is no charge for that item.**
6. **The pricing submitted must remain fixed for the first year of the contract period.** Pricing for years 2 and 3 of the contract will be adjusted in accordance with the conditions of Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation. Non-firm prices, or pricing which is not in accordance with these Pricing Instructions and Schedule 8, will not be considered and the tender will be declared non-responsive.
7. The Pricing Schedule is divided up into two (2) different panels. Bidders are allowed to bid for any number of panels, provided they have the resources with the requisite experience that will enable them to render services in respect of the panels tendered for. For a more detailed description of the type of services required for each panel, see the Specifications.
8. For purposes of the Pricing Schedule, Bidders are to insert the hourly rate (excluding VAT) of the lead legal practitioner proposed by the Bidder for that particular panel. The rate of the lead legal practitioner per panel will be used for evaluation purposes, in order to calculate the points for price within that particular panel. These points will be used together with the Bidder’s preference points in order to calculate the ranking of Bidders per panel.
9. In addition to the lead legal practitioner, Bidders may also propose additional resources/legal practitioners to render services to the CTS within particular panels. The position, hourly rates and years of experience must be provided in Section 2 of each respective pricing schedule. The name, hourly rates, position and years of experience of the additional resources must also be listed in Schedule 16. The rates of the additional resources per panel may not be higher than the rate submitted for the lead legal practitioner in that particular panel. **Should the rate submitted be higher than that of the lead legal practitioner, the CTS will disregard the proposed additional resource, as if the additional practitioner was not proposed.**
10. Bidders are required to state the years of post-admission experience of each resource. Bidders are to provide an hourly rate (excluding VAT) for each additional resource. The rates and prices must be stated in Rand unless instructed otherwise in the tender conditions. The hourly rate of an additional practitioner may not be in excess of the hourly rate provided by the lead legal practitioner in that particular panel.
11. 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 Bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
12. Legal practitioner rates tendered are only the resource’s rate per hour and does not include any reasonable, necessary and proven disbursements and costs (e.g. transport, printing costs, advocate fees where applicable etc.) that may be required for the execution of the Bidder’s obligations in terms of the Contract. The hourly rate tendered 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).

INITIALS OF CTS OFFICIALS		
1	2	3

13. Bidders must confirm in their bids that they will only be entitled to charge the CTS for necessary and reasonable disbursements (e.g. transport, printing costs, advocate fees where applicable etc.) incurred in order to provide the services set out in this document, and that the CTS shall only be liable for such disbursements following presentation of evidence thereof, in addition to a valid tax invoice payable in terms of clause 16 of the Special Conditions of Contract and any other requirements otherwise stated in this tender.
14. **IMPORTANT:** Bidders are to note that the CTS will not reimburse Bidders for correspondent fees in ~~respect~~ of any matters, unless prior written approval for such correspondent fees was obtained from the CTS.
15. **IMPORTANT:** In respect of litigation matters, the applicable Court Rules require a service address within a certain distance from the particular court. The CTS will not reimburse Bidders for any correspondent fees where the Bidder does not have a service address within the required distance from the applicable Court, unless prior written approval was obtained from the CTS and sufficient motivation was provided for such costs. Such approval will only be granted in exceptional circumstances and bidders should have no expectation of such approval being granted. This should accordingly be taken into account in the Bidder's pricing. This does not apply to correspondent fees where the particular litigation matter takes place at a court outside of the CTS of Cape Town municipal boundaries, for instance in the Supreme Court of Appeal or the Constitutional Court.
16. **IMPORTANT:** The CTS will not reimburse any Bidder for travelling expenses incurred outside of a 60 km radius from the CTS offices situated at the DHL Stadium, Fritz Sonnenberg Rd, Cape Town. Necessary travelling expenses incurred within such a 60 km radius will be reimbursed as a disbursement. The latter restriction does not apply in respect of travelling expenses incurred for a particular ~~mat~~ where prior approval for such travelling was obtained from the CTS. **Necessary travelling expenses will be reimbursed in accordance with the latest travelling rates as published by SARS.**
17. All prices shall be tendered in accordance with the units specified in this schedule.

INITIALS OF CTS OFFICIALS		
1	2	3

(5) PRICING SCHEDULE

Panel A: Corporate/Commercial Law & Contract Transactions

Section 1: Main Offer – Lead Practitioner

Item No	Lead Practitioner: position and years of post-admission Experience (YOE)	Hourly Rate Year 1 (Excl. VAT)
1.1	Full Name: Position: YOE:	
VAT @ 15%		
Total Hourly Rate (Incl. VAT)		

Section 2: Additional Resource(s)

Item No	Additional practitioner position and years of post-admission experience	Hourly Rate Year 1 (Excl. VAT)
2.1	Full Name: Position: YOE:	
2.2	Full Name: Position: YOE:	
2.3	Full Name: Position: YOE:	
2.4	Full Name: Position: YOE:	
2.5	Full Name: Position: YOE:	
2.6	Full Name: N/A Position: Candidate Attorney YOE: N/A	

INITIALS OF CTS OFFICIALS		
1	2	3

Section 3: Disbursements

Item No	Item Description	Cost per unit	Rate Year 1 (Excl. VAT)
3.1	Printing	Per Page Black and White	
		Per Page Colour	
3.2	Scan	Per Page	
3.3	Phone call	As per service provider (outgoing)	
3.4	Opening file	Per instructions	

NOTE: The above listed disbursements are not to be regarded as an exhaustive list. Disbursements not mentioned above, for example parking, will be charged at the actual cost incurred.

I, the undersigned, do hereby declare that the above is a properly priced schedule forming part of this contract document upon which my/our quotation for **230S/2023/24.: PANEL OF LEGAL SERVICE PROVIDERS FOR LEGAL SUPPORT, OPINIONS AND MISCELLANEOUS LEGAL SERVICES AS AND WHEN REQUIRED FOR THE CAPE TOWN STADIUM (RF) SOC LIMITED** has been based.

SIGNED ON BEHALF OF THE BIDDER:

INITIALS OF CTS OFFICIALS		
1	2	3

Panel B: Procurement and Public Law

Section 1: Main Offer – Lead Practitioner

Item No	Lead Practitioner: position and years of post-admission Experience (YOE)	Hourly Rate Year 1 (Excl. VAT)
1.1	Full Name: Position: YOE:	
VAT @ 15%		
Total Hourly Rate (Incl. VAT)		

Section 2: Additional Resource(s)

Item No	Additional practitioner position and years of post-admission experience	Hourly Rate Year 1 (Excl. VAT)
2.1	Full Name: Position: YOE:	
2.2	Full Name: Position: YOE:	
2.3	Full Name: Position: YOE:	
2.4	Full Name: Position: YOE:	
2.5	Full Name: Position: YOE:	
2.6	Full Name: N/A Position: Candidate Attorney YOE: N/A	

INITIALS OF CTS OFFICIALS		
1	2	3

Section 3: Disbursements

Item No	Item Description	Cost per unit	Rate Year 1 (Excl. VAT)
3.1	Printing	Per Page Black and White	
		Per Page Colour	
3.2	Scan	Per Page	
3.3	Phone call	As per service provider (outgoing)	
3.4	Opening file	Per instructions	

NOTE: The above listed disbursements are not to be regarded as an exhaustive list. Disbursements not mentioned above, for example parking, will be charged at the actual cost incurred.

I, the undersigned, do hereby declare that the above is a properly priced schedule forming part of this contract document upon which my/our quotation for **230S/2023/24.: PANEL OF LEGAL SERVICE PROVIDERS FOR LEGAL SUPPORT, OPINIONS AND MISCELLANEOUS LEGAL SERVICES AS AND WHEN REQUIRED FOR THE CAPE TOWN STADIUM (RF) SOC LIMITED** has been based.

SIGNED ON BEHALF OF THE BIDDER:

INITIALS OF CTS OFFICIALS		
1	2	3

(6) SPECIFICATION(S)

1. Scope of Works

1.1 Purpose

The Cape Town Stadium (CTS) is seeking the services of a suitably qualified panel of external legal service providers for legal support, opinions and miscellaneous legal services as-and-when required.

The tender is divided into 2 disciplines/sections and the intention is to have one (1) successful and one (1) alternative service provider appointed for each. The resulting appointments will represent a framework contract and is structured to encompass multiple instructions, each forming an individual and separate contract.

Work to each respective section/discipline will be issued in accordance with the below specifications, however the specifications are not exhaustive and only reflect the key aspects/sections/disciplines to be dealt with.

Where additional legal services are required, which are not explicitly listed in the specifications, CTS reserves the right to request that such services be rendered through the process detailed in the below specifications.

1.2 Definitions

“Bidder” means the legal person/entity/sole proprietor submitting a bid in response to the Tender invitation.

“Legal practitioner” refers to a person admitted as an attorney or advocate in accordance with the laws of the Republic of South Africa.

“Lead legal practitioner” refers to the legal practitioner proposed by the Bidder, per panel, as per the Pricing Schedule and whose experience and hourly rate will be utilised for evaluation purposes.

“Additional practitioner” refers to a legal practitioner proposed by the Bidder to render services on a particular panel, but who is not proposed as the lead legal practitioner for that particular panel.

“Contract Owner” refers to the Senior Officer, reporting directly to the Chief Executive Officer, who is responsible for the over-all management of the contract.

“Candidate Attorney” refers to an individual who holds a law degree and is undergo a practical training period, often referred to as "articles of clerkship" or simply "articles."

1.3 Panels

1.3.1 It is the intention of the CTS to establish several panels of external legal services providers, to render legal services to the CTS, as-and-when required. It is the intention of the CTS to appoint 1 preferred/main and 1 alternative bidder to each panel, with work being allocated in line with the discipline the panel members are appointed to.

Where legal services are required which cannot be categorised to the 2 areas listed below, then all panel members will be provided with an opportunity to quote/provide a proposal which will be considered and evaluated according to price and preference (i.e. in accordance with the preference points awarded to the Bidder at the time of award).

1.3.2. This framework agreement will be in operation for the period from date of commencement until 30 June 2027.

1.3.3. Bidders are required to list the names of the **legal practitioners** in their employ whom they propose to render, in terms of this document, the services described in this document to the CTS. Bidders must include the designation/position of each legal practitioner within the Bidder, their respective areas of expertise, as well as their years of experience/practice post-admission as an attorney or advocate and each specified legal practitioner's rate per hour excluding Value Added Tax.

The additional practitioners must be listed in Schedule 16 and Section 2 of the Pricing Schedule. The above mentioned is in addition to the lead legal practitioner proposed per panel, whose hourly rate, years of experience and position occupied within the firm must be stated in the Pricing Schedule.

- 1.3.4. In the event that successful Bidders wish to supplement or substitute their resources on the panels after the establishment of the panels, such a request must be submitted in writing to the Contract Owner, accompanied by a detailed motivation for the supplementation or substitution. Such motivation may include resignation of a practitioner listed in the tender submission, the appointment of an additional practitioner post tender submission, etc. The Contract Owner will consider the request in light of all relevant circumstances and the CTS reserves the right to, in its sole discretion, approve or refuse the request. The request may be submitted any time after the establishment of the panels (award of the tender).

The CTS expressly reserves the right to place additional resources on request from successful Bidders on the panel, after the establishment of the panel.

Bidders are to note that where the leading legal practitioner of a Bidder is no longer available to render services to the CTS after the establishment of the particular Panel, the Bidder is expected to substitute such lead legal practitioner with a legal practitioner with comparable experience, skills and rate per hour.

- 1.3.5. Concerning the potential engagement of candidate attorneys, the Bidder is required to specify a standard hourly rate, which should be indicated in Section 2 of the Pricing Schedule. In instances where the winning bidder suggests the involvement of a candidate attorney, or such involvement is requested by CTS, the successful bidder is obligated to furnish CTS with the complete name and Contract of Registration for the designated candidate attorney.

1.4 Establishment of the Panels

- 1.4.1. It is the intention of the CTS to establish the following panels:

- a) Corporate/Commercial Law & Contract Transactions; and
- b) Procurement and Public Law

- 1.4.2. It is imperative for Bidders to provide sufficient detail in respect of their lead legal practitioners' areas of expertise (especially the lead legal practitioner proposed per panel), as well as to indicate clearly which additional legal practitioners are proposed to be included in the respective panels above.

- 1.4.3. The following serves as an indication of the types of matters/instructions that may be allocated to the successful Bidder on a particular panel, although this should not be regarded as an exhaustive list:

- 1.4.3.1 Corporate/Commercial Law & Contract Transactions:

- a) All contracts and other form of agreements, for example Service Level Agreements, Memoranda of Understanding, Implementation Protocols, Naming Rights, Event contracts and commercial lease agreements, etc. Instructions may include the drafting of these contracts as well as the provision of formal legal advice in relation to agreements, their interpretation and implementation. Litigation in respect of commercial transactions may also be allocated to the successful Bidder on this panel.

Commercial transactions will include a wide range of different transactions, including but not limited to: sale of rights and contractual terms associated with procurement/leases, goods and services. This section includes advice to be rendered on specific instructions, as well as negotiating and drafting of agreements to effect same.

- 1.4.3.2 Procurement and Public Law

- a) This panel relates to the following two aspects which are linked to the legislative framework governing the CTS's operations and structure:

- i. All procurement law related matters, which includes formal advice, litigation, assistance with procurement processes, restrictions, appeals, objections, documents/templates and policy reviews. This may include assistance with the CTS's processes conducted in terms of any allegations of abuse of the CTS's SCM system.
- ii. All Public Law matters, which includes advice, litigation, assistance with the drafting of policies, advice to the CTS Board and Senior Management, including any Board committees, as well as formal opinions and may include High Court litigation matters which specifically deals with matters of a constitutional nature or concerns the CTS Board's legislative and/or executive mandate.

1.5 Lead Legal Practitioner

The Lead Legal Practitioner will be the practitioner primarily responsible for instructions issued to the tendering entity on the particular panel. The Lead Legal Practitioner will act as the liaison between the CTS and the Bidder in respect of the particular panel. Any concerns/other issues that relate to any instructions issued to the firm for the particular panel will be discussed with and addressed to the Lead Legal Practitioner.

1.6 Support Resources

It is recommended that Bidders have the necessary support staff and resources which may include, but not be limited to:

- a) Support Staff (Receptionist(s), Messenger(s)/Driver(s) and Administrative staff)
- b) Computers, printers, scanners and photocopiers (e.g. multifunctional printer), Cross cutting shredder
- c) Internet, telephone, and e-mail with back up and disaster recovery plan including, but not be limited to, a business continuity plan that reflects on emergency management planning, crisis management and continuation of operations.
- d) IT Security systems in place to protect private and confidential information while processing information (e.g. anti-virus, firewall, back-ups and/or encryptions)
- e) Paid subscription to Electronic research databases such as Jutastat, Lexis Nexis or similar/equivalent.

Bidders are to complete Schedule 15 to provide details of their support resources.

1.7 Services applicable to all panels

1.7.1 Bidders are to ensure that the following services are rendered, when required, in line with the panel they are appointed to:

1.7.1.1 Litigation, Magistrate, Regional and High Court matters

- a) This includes any court matter and proceedings relating to the discipline/section appointed to, this includes for example: eviction matters, spoliation applications and general claims. This will include the institution and opposition of these matters. This will furthermore include advice to be rendered in respect of any Court.
- b) Bidders are to note that this also includes matters that are instituted in courts of equal stature to Magistrate or Regional Courts, for example Equality Court matters.

1.7.1.2 Alternate Dispute Resolution

- a) This relates to all matters where a form of alternative dispute resolution is required, which includes mediation, adjudication and arbitration. When a dispute, following an unsuccessful attempt at alternative dispute resolution, becomes litigious the CTS will have the discretion to instruct the Bidder to attend to the litigation as well. In the alternative, the CTS may decide to allocate the litigation matter to a Bidder on a panel more suited to the instruction.

2. General

2.1 Allocation of work

2.1.1 Work will be allocated to Bidders if-and-when required. Bidders must note that their inclusion on the Panel does not guarantee any instructions and they should have no expectation in this regard. Furthermore, the CTS does not

guarantee any minimum quantum of expenditure as a result of this process.

- 2.1.2 As an entity of the City of Cape Town, the CTS also reserves the right to request legal services from the City items on certain matters.
- 2.1.3 The preferred/main Bidder will have a period of **24 hours**, from the time the instruction was sent, to accept or decline the instruction. For urgent matters the time for acceptance of an instruction will be **four hours**.
- 2.1.3.1 Should the preferred/main Bidder of that panel not accept the instruction within the period mentioned above, the CTS will approach the alternative bidder and provide them with an opportunity (and same time period) to accept or decline the instruction.
- 2.1.3.2 Should neither the preferred/main or alternative bidder accept the instruction, CTS reserves the right to approach the other panels and provide them with an opportunity to accept or decline the instruction.
- 2.1.3.3 Bidders are to note that in respect of urgent matters that fall within any of the panels, CTS may reduce the response time of four (4) hours to accept the instruction, as circumstances require. CTS therefore expressly reserves the right to reduce the response time in a particular matter, where the circumstances of the matter and interest of CTS warrant such a reduction. Failure by a Bidder to accept the instruction within such a shorter period, will be entitle CTS to approach another Bidder on the particular panel.
- 2.1.4 The CTS reserves the right to appoint any legal practitioner not on any panel for a particular matter, where exceptional circumstances exist, such as particular expertise in a field of law required for the matter.
- 2.1.5 The CTS, when approaching a panel member for work allocation, retains the discretion to select either the lead legal practitioner of the Bidder or one of the additional resources proposed, for the particular matter.
- 2.1.6 The appointment of a particular practitioner of a Bidder to attend to specific instructions will be confirmed to the Bidder by way of an instruction letter. Bidders are to note that no work may commence prior to the Bidder receiving such an instruction letter.
- 2.1.7 Bidders are to note that CTS reserves the right to allocate instructions at any point during the panel/framework period. Bidders are to have no expectation of any work, or any minimum amount of work allocations. Where the execution of an instruction extends beyond the initial panel period (i.e. 30 June 2027), the completion thereof beyond a period of three CTS financial years (i.e. July 2027 to June 2029) is subject to CTS's approval.

2.2 Appointment of Advocate, Cost Consultant and Other Service Providers

- 2.2.1 Bidders are to note that the appointment of advocates will be done on an "as and when required basis" by the appointed Bidder in a specific matter, in consultation with the CTS and the use of one or more advocates in any matter shall be at the CTS's sole discretion. Bidders will be required to recommend an advocate for a particular matter, after due consideration of the facts, complexity, expertise required and costs. Bidders will approach advocates willing and able to accept the instruction and the appointment will be made after consultation with and approval by the CTS Contract Owner.
- 2.2.2 Cost Consultants are to be appointed by the Bidder in a particular matter where the services of a Cost Consultant are required. Cost Consultants are appointed by the Bidder following a consultation with the CTS Contract Owner and the use thereof is at the CTS's sole discretion.
- 2.2.3 Any other third party required for a particular matter will be appointed by the Bidder after requesting such an appointment from the CTS, which request should include a detailed motivation for the need to appoint such an additional resource. Bidders should be mindful of the need to curtail the costs of such appointments and therefore such appointments will only be approved by the CTS where the CTS deems same to be necessary in the circumstances.
- 2.2.4 For the appointment of any third party requirements, the Bidder shall submit such request together with motivaton and obtain CTS prior consent, which shall not be reasonably withheld or delayed. Tenderers should be mindful of the need to curtail the costs of such appointments and therefore such appointments will only be approved by the City where the City deems same to be necessary in the circumstances.

The cost of the additional resources mentioned above will be reflected as disbursements on the Bidder's invoice and are not included in the hourly rate provided by the Bidder as part of its bid submission.

2.3 CTS Liaison

- 2.3.1 Bidders, when receiving instructions on a particular matter, are required to work with and liaise with the CTS Contract Owner.

The formal instruction letter, as well as any subsequent correspondence and instructions, will be conveyed to the Bidder by the Contract Owner. Any Bidder receiving any such instructions shall comply, and warrants that it shall comply, with any instructions received from the aforementioned Contract Owner unless such instruction is unlawful or does not fall within the scope of the services described in this tender.

2.4 Conflict of Interest

- 2.4.1 Bidders, as legal professionals, are expected to adhere to the highest standard of professionalism and ethical conduct. Bidders are therefore required to ensure that, should they be approached to render services for the CTS in a particular matter that the instruction will not result in any conflict of interest.

In the event that a matter poses a conflict of interest for the Bidder, the Bidder is expected to timeously inform the CTS and decline the opportunity to render services in the particular matter.

- 2.4.2 The CTS reserves the right to terminate the mandate of a Bidder on a particular matter if, in the opinion of the CTS, a conflict of interest has arisen.

- 2.4.3 **IMPORTANT:** Successful Bidders on the panels are not allowed to act against the CTS except with the prior permission of the CTS, which permission shall not be unreasonably withheld, for the duration of the tender. Bidders are to note that they are not allowed to act against the CTS in respect of matters that fall within the ambit of a panel to which they have been appointed. No consent will be granted in respect of the latter type of conflict. The CTS reserves the right to terminate a Bidder's contract who fails to adhere to this condition, as same will be regarded as a breach of contract.

2.5 Invoices

Invoices must be rendered to the CTS on a monthly basis, unless otherwise instructed by the CTS in respect of a particular matter.

Invoices must conform to the requirements of the CTS and the South African Revenue Service (SARS).

Invoices must reflect itemised billing against the approved rate and all disbursements have to be itemised as well.

Invoices must be submitted on a company letterhead and reflect the correct purchase order number and reference.

The CTS will communicate specific invoice requirements, in addition to the above, to successful Bidders after the establishment of the panels.

Bidders are to note that only one matter may be billed per invoice, therefore Bidders are not allowed to account for more than one matter per invoice.

2.6 Disbursements

- 2.6.1 Bidders are to note that the CTS will not reimburse Bidders for correspondent fees in respect of any matters, unless prior written approval was obtained from the CTS for such fees.

- 2.6.2 In respect of litigation matters, the applicable Court Rules require a service address within a certain distance from the particular court. The CTS will not reimburse Bidders for any correspondent fees where the Bidder does not have a service address within the required distance from the applicable Court, unless prior written approval was obtained from the CTS and sufficient motivation was provided, as well as the existence of exceptional

circumstances. This should accordingly be taken into account in the Bidder's pricing. This does not apply to correspondent fees where the particular litigation matter takes place at a court outside of the City of Cape Town municipal boundaries, for instance in the Supreme Court of Appeal or the Constitutional Court.

- 2.6.3 The CTS will not reimburse any Bidder for travelling expenses incurred relating to meetings held at the CTS offices situated at the DHL Stadium, Cape Town. All necessary travelling expenses incurred will be reimbursed as a disbursement. Where a bidder is required to travel for a particular matter, prior approval must be obtained from the CTS.

2.7 Instructions

- 2.7.1 This tender document, its contractual conditions and the resulting contract (i.e. signing of the Form of Offer and Acceptance by all parties) will represent the main agreement and will govern all instructions issued to the successful Bidders.

- 2.7.2 In the issuing of instructions, the following principles will apply:

- a) The agreement is structured to encompass multiple instructions, each forming an individual and separate contract.
- b) Each instruction issued under this framework shall constitute a separate contract with its own requirements, terms, conditions, and contract period; but which will be governed by this main agreement.
- c) The contract period for each individual instruction shall be specified in the respective instruction document and shall commence upon the effective date stated therein.
- d) Termination of an individual instruction shall not affect the validity or continuation of any other instructions issued under this agreement.
- e) This framework agreement shall remain in force until 30 June 2027 unless terminated earlier in accordance with its terms. Notwithstanding the expiration of the framework agreement, any individual instructions existing at the time of expiration shall continue until their respective contract periods expire.
- f) Instructions under this framework may be issued by the CTS Contract Owner to the Bidder's Lead Practitioner from time to time. Each instruction shall be detailed in a separate document specifying the scope of services and other relevant terms.
- g) The terms of each individual instruction, including scope of services, fees, and contract period, may be modified by mutual agreement of the parties through an amendment to the respective instruction.
- h) Each instruction shall be considered a standalone sub-agreement, and the performance, termination, or breach of one instruction shall not automatically affect the rights and obligations under any other instruction.
- i) The governing law and dispute resolution mechanisms specified in this framework agreement shall apply to each individual instruction.

7. Tender Evaluation

7.1. Functionality

- 7.1.1. The bidders offer will be evaluated in line with the functionality criteria state in the Tender Data and Schedule 13. Only those offers which meet the required minimum score for functionality will be considered response for further evaluation.

7.2. Technical Requirements

- 7.2.1. Bidders who achieve the minimum functionality score will then be assessed in terms of the technical requirements listed in Schedule 14. Only those offers which meet all of the technical requirements will be deemed responsive and be evaluated further in terms of Price and Preference.

- 7.2.2. Failure to submit the documentation/information required with the tender will render the Bidder non-responsive.

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010) (GCC), are applicable to this Contract and should be read in conjunction with the GCC

1. Definitions

Delete clause 1.1 and replace with the following

1.1' Commencement date' means the date of approval by the Purchaser's delegated authority.

Delete clause 1.2 and replace with the following:

1.2' Contract' means this contract, together with any annexures and appendices thereto, as well as any documents incorporated by reference.

Delete clause 1.7 in its entirety and replace with the following:

1.7 'Day' means a business day and therefore does not include Saturdays, Sundays and proclaimed public holidays in the Republic of South Africa

Delete clause 1.9 in its entirety

Delete clause 1.10 and substitute with the following:

1.10 Delivery into consignee's store or to his site means the delivery of deliverables to the Contract Owner in the format agreed and in terms of the conditions of this Contract.

Delete clause 1.11 in its entirety

Delete clause 1.12 in its entirety and replace with the following:

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, acts of any Government, compliance with law, regulations or lawful demands of any Government or Government agency, changes in legislation, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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 1.16 in its entirety

Delete clause 1.17 in its entirety

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 System

Delete clause 1.20 in its entirety

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **Cape Town Stadium (RF) SOC (CTS)**. The address of the Purchaser is **Fritz Sonnenberg Road Green Point Cape Town, 8051**.

Add the following after Clause 1.25:

1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

Add the following after Clause 1.26

1.27 'Contract Owner' means the internal Contract Owner employed by the CTS

Add the following after Clause 1.27

1.28 'Disbursements' refers to all necessary expenses incurred by the Supplier to render the goods and/or service in accordance with the terms and conditions of the contract

Add the following after Clause 1.28

1.29 'Termination Date' means 30 June 2027

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.

3.5 The **Supplier** shall:

3.5.1 Only when notified of the acceptance of the bid, the supplier shall commence with and carry out the rendering of the services in accordance with the contract, to the satisfaction, of the purchaser

3.5.2 Provide all of the necessary materials, labour, plant and equipment required for the rendering of the services

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

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

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

3.5.6 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.

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

3.5.8 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.

3.5.9 Render the goods/services 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 Make payment to the **supplier** for the goods/services as set out herein.
- 3.6.2 Take possession of any documents upon delivery by the supplier.
- 3.6.3 Inspect and review any products rendered to establish that it is being delivered in compliance with the contract.
- 3.6.4 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.
- 3.6.5 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.6 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.
- 3.6.7 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 goods/services or contract services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
The Supplier 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 Purchaser.

7. Performance Security

Delete clause 7.1 to 7.4

8. Inspections, tests and analyses

Delete Clause 8 in its entirety

9. Packing

Delete clause 9 in its entirety

10. Delivery and documents

Delete clause 10.2

12. Transportation

Delete clause 12 in its entirety

13. Incidental Services

Delete clause 13 in its entirety

14. Spare Parts

Delete clause 14 in its entirety

15. Warranty

Delete clause 15 in its entirety

16. Payment

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

- 16.1 Payment of invoices will be made within 30 (thirty) days of receiving the relevant invoice. More frequent payment to suppliers is not a right in terms of this policy. A supplier may submit a fully motivated application in this regard to the Chief Financial Officer or their delegated authority for consideration. Requests for more frequent payments will be considered at the sole discretion of the delegated authority.
- 16.2 Notwithstanding anything contained above, the CTS shall not be liable for payment of any invoice that pre-dates the date of delivery of any goods or services.

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/services actually rendered.

17. Prices

Delete clause 17 in its entirety and replace with the following:

- 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.
- 17.2 Prices charged by the supplier for conveyancing services shall be in accordance with the latest Guideline for Conveyancing Fees, as issued by the Law Society of South Africa or its successor.

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 or any extension of the duration of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority as

reflected on an authorised amended order. 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.

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 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 its sole discretion extend the time for delivery.

Delete clause 21.3 in its entirety

Delete clause 21.4 in its entirety

Delete clause 21.6 in its entirety

22. Penalties

Delete clause 22.1 in its entirety and replace with the following:

Should the Supplier fail to deliver any deliverable or perform/render any service by the date agreed upon by the parties, the Purchaser shall, without prejudice to its other remedies under the contract, be entitled to impose a penalty equal to 5% of the value of the deliverable for every day following the agreed delivery date until the service has been rendered, unless the parties agree otherwise, or the Supplier is able to prove that the delay was not due to any fault of the Supplier.

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 Chief Executive Officer follows the processes as described in the purchaser's 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 CTS 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.

- 23.8.6 Where a conflict of interest has arisen
- 23.8.7 Where the supplier, in the opinion of the purchaser, is not acting in the best interest of the purchaser
- 23.8.8 In the event that the practitioner of the supplier allocated to render the goods/service leaves the employ of the supplier or is otherwise unable to proceed to render the service for any other reason
- 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.

24. Anti-dumping and countervailing duties and rights

Delete clause 24 in its entirety

25. Force Majeure

Delete clause 25.1 in its entirety and replace with the following:

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for, 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.

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. 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 of 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 to 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 in writing.

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 arbitration or 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.

Delete clause 27.3 in its entirety and replace with the following:

- 27.3 in the event of the parties being unable to settle the dispute by way of mediation, either party shall be entitled to

refer the matter to arbitration.

The parties shall agree to the identity of the arbitrator and in the event of failing to agree within a period of 10 days after the referral of the matter to arbitration, either party shall be entitled to request the Chairperson of the Cape Bar Council to identify and appoint an arbitrator.

The parties shall each be liable for 50% of the arbitrator's fees, which fees shall include the cost of any venue hire, if necessary.

The arbitration will be conducted in terms of the guidelines set out in the arbitration agreement, failing which the arbitration shall be conducted in terms of the Uniforms Rules of Court.

The arbitrator's award shall be final and binding on the parties.

Delete clause 27.4 in its entirety

28. Limitation of Liability

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

28.1 (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 clause 32.1 in its entirety

Delete clause 32.3 in its entirety

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Allocation of matters/instructions.

- 36.1 The allocation of matters/instructions will be in accordance with the allocation methodology as stipulated in the Tenderdocument. It is specifically recorded that this Contract, and the supplier's mandate in respect of any and all matters allocated to the supplier in terms of this Contract, shall end on the termination date.

37. Protection Of Personal Information

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

38 Performance Monitoring

- 38.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the Purchaser shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the Purchaser with its full cooperation in this regard.

(8) SUPPORTING SCHEDULES

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium’s behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CTS 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 CTS 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 CTS is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CTS 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 CTS for the due and proper fulfilment by the successful bidder/supplier of its obligations in terms of the Contract as well as any damages suffered by the CTS as a result of breach by the successful bidder/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.....

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

Schedule 2: Declaration for Procurement above R10 million – Not Applicable

If the value of the transaction is expected to exceed R10 million (VAT included) the bidder 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?
 Yes No (tick appropriate box)

- 1.1 If YES, submit audited annual financial statements:
 (i) for the past three years, or
 (ii) since the date of establishment of the bidder (if established during the past three years)

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

2. Do you have any outstanding undisputed commitments for municipal services towards the CTS of Cape Town or other municipality in respect of which payment is overdue for more than 30 (thirty) days?
 Yes No (tick appropriate box)

- 2.1 If NO, this serves to certify that the bidder 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?
 Yes No (tick appropriate box)

- 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 bidder** 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 CTS of Cape Town is expected to be transferred out of the Republic?
 Yes No (tick appropriate box)

4.1 If YES, furnish particulars below

The bidder 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 bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

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

Date

Schedule 3: Preference Schedule

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND CTS PREFERENTIAL PROCUREMENT POLICY

1. GENERAL CONDITIONS

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

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

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

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

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	
Points for Race	10
Points for Gender	10
Total points for PRICE and SPECIFIC GOALS	100

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

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

2. DEFINITIONS.

- a) **“Acceptable tender”** means a tender that complies with all specifications and conditions of tender.
- b) **“Black people / persons”** has the meaning assigned to it in section 1 of the B-BBEE Act.
- c) **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- d) **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- e) **“Disability or disabled”** means in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- f) **“tender”** means a written offer in the form determined by CTS in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- g) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- h) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- i) “**SMME**” means small, medium and micro enterprises namely an eligible Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) as defined within the Broad Based Black Economic Empowerment Act and applicable Sector Codes.
- j) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- k) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where:

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

i) POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

Where:

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in paragraph 1.4 and claimed in **Paragraph 5** below. All claims made must be supported by proof/ documentation stated in the conditions of this tender.
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED

Table 1: Specific goals for the tender and points claimed are indicated per the table below. Points to be calculated/claimed from information furnished.

The specific goals allocated points in terms of this tender	Number of points allocated (To be completed by the organ of state)	Percentage Ownership	Points Claimed
Race	10	%	
Gender	10	%	

- 5.1. For purposes of this tender, persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race are black persons.
- 5.2. For purposes of this tender, persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women.
- 5.3. For purposes of this this tender, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.
- 5.4. In order to confirm/verify the specific goals claimed by a bidder in a specific tender, the following is the only documentation which will be deemed as acceptable and which must be submitted with the tender:
- Race
 - Proof of B-BBEE status level of contributor, clearly indicating the percentage black ownership; and/or
 - Company Registration Certification, as issued by the Companies and Intellectual Property Commission, along with:
 - a letter or certificate from an independent auditor certifying the percentage ownership/shareholding and race of the owners/shareholders/members, and
 - all Identification Documentation of the owners/shareholders/members; and/or
 - In respect of a Sole Proprietor, Partnership or Trust, a sworn affidavit by the respective owners clearly indicating the race of the owners/partners/beneficiaries of the organization and their respective percentage ownership.

- (ii) Gender
- a. Proof of B-BBEE status level of contributor, clearly indicating the percentage woman ownership; and/or
 - b. Company Registration Certification, as issued by the Companies and Intellectual Property Commission, along with:
 - i. a letter or certificate from an independent auditor certifying the percentage ownership/shareholding and gender of all owners/shareholders/members, and
 - ii. all Identification Documentation of the owners/shareholders/members; and/or
 - c. In respect of a Sole Proprietor, Partnership or Trust, a sworn affidavit by the respective owners clearly indicating the gender of the owners/partners/beneficiaries of the organization and their respective percentage ownership.
- (iii) Disability
- a. A letter or certificate from an independent auditor confirming the percentage shareholding of all owners, along with the Identification Documentation of the owners who are certified as disabled; or
 - b. In respect of a Sole Proprietor, Partnership or Trust, a sworn affidavit indicating the owners/partners/beneficiaries of the organization who are disabled and their respective percentage ownership; and
 - c. Proof of disability, being an affidavit/certificate issued by a registered medical practitioner confirming that the respective owners referred to above are disabled.
- (iv) SMME
- a. Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates in, clearly indicating the business/entity's status as an EME or QSE in line with the applicable Sector Codes; and
 - b. A copy of the company's latest approved annual financial statements confirming the annual revenue.
- (v) Skills Development
- a. Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates in.
- (vi) Socio-Economic Development Contributions
- a. Proof of B-BBEE status level of contributor, specifically in line with the respective Sector Codes which the company operates in.
- (vii) Environmental Sustainability
- a. Proof of an adopted environmental and social sustainability policy within the organization; and/or
 - b. Relevant environmental sustainability certification/accreditation, such as ISO 14001.

6. PREFERENCE POINTS CLAIM CALCULATION FOR RACE, GENDER AND/OR DISABILITY (WHERE APPLICABLE)

- 6.1. Preference points for race, gender and disability are calculated on their percentage shareholding/ownership in a business.
- 6.2. The following formula is prescribed to identify the percentage of points to be claimed, based on the percentage ownership based on race, gender and/or disability:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership based on race/gender/disability

- ii) accept the sanctions set out in 8.3 below should the bidder have submitted any false information regarding its preference claims, or any other matter required in terms of this tender that will affect, or has affected the tender evaluation;
- iii) accept that, in the case of a Consortium/ Joint Venture, any changes to the participation of the various partners in a Consortium/ Joint Venture which impacts the preference points claimed or awarded may only be done upon the prior approval of the CTS;
- iv) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior written approval of the CTS; and
- v) immediately inform the CTS Stadium of any change that may affect the bidder's Specific Goals upon which preference points will be or have been allocated.

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

- i) disqualify the bidder from the tender process;
- ii) recover costs, losses or damages the CTS has incurred or suffered as a result of the bidder's or contractor's conduct;
- iii) cancel the contract in whole or in part and claim any damages which the CTS has suffered as a result of having to make less favourable arrangements due to such cancellation;
- iv) restrict the bidder, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CTS 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;
- v) forward the matter for criminal prosecution; and/or
- vi) financial penalties payable to the CTS Stadium.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1. Name of company/firm:

9.2. Company registration number:

9.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- Private Company [i.e. (Pty) Ltd]
- Non-Profit Company
- State Owned Company
- Trust

[TICK APPLICABLE BOX]

9.4. Describe principle business activity and the applicable B-BBEE Sector Code in which the business operates:

.....

.....

.....

- Generic
- Financial
- Agri-BEE
- Construction
- Property
- Forest
- Information and Communication Technology
- Marketing, Advertising and Communication
- Tourism
- Defence
- Mining

[TICK APPLICABLE BOX]

9.5. Company Classification

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4, 4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES:

- 1.
- 2.

SIGNATURE (S) OF BIDDER (S)

ADDRESS:.....

NAME OF SIGNATORY:.....

DESIGNATION:.....

DATE:.....

Thus signed and sworn / solemnly affirmed before me on the date and at the place set out below, in accordance with the regulations governing administration of an oath or an affirmation in GN R1258 of 21 July 1972, as amended:

.....
 Commissioner of Oath Signature

Full Name:

CapaCTS:

Date:

COMMISSIONER STAMP

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

1. No bid will be accepted from persons in the service of the state¹.

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 bidder 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 bidder 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 (tick appropriate box)

 - 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 (tick appropriate box)

 - 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 (tick appropriate box)

 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

Yes
 No (tick appropriate box)

 - 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 (tick appropriate box)

 - 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 (tick appropriate box)

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 (tick appropriate box)

3.14.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

The bidder 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 bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

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

Date

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

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

²Shareholder" 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 bidder shall declare whether it has any conflict of interest in the transaction for which the tender is submitted.
 Yes No (tick appropriate box)

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

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

- 2.1 any inducement or reward to the CTS 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 (tick appropriate box)

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

The bidder 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 bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

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

Date

Schedule 6: Declaration of Bidder's Past Supply Chain Management Practices

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

Item	Question	Yes	No
2.1	Is the bidder 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? <i>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	Is the bidder 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? <i>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.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	Was the bidder or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
2.4	Does the bidder 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:		

Item	Question	Yes	No
2.5	Was any contract between the bidder 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 bidder 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 bidder, the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract, restriction of the bidder or the exercise by the employer of any other remedies available to it.

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

 Date

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

1. Bidders 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.
2. Bidders are not permitted to offer firm prices except as provided for in the Price Schedule, and if the bidder offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
3. All Requests for price variations must be submitted in writing to:
 CTS Stadium (RF) SOC Limited
 Fritz Sonnenberg Rd,
 Green Point,
 Cape Town,
 8051
 Or via email to: blake.doliveira@capetown.gov.za
- 3.1 When submitting a claim for contract price adjustment a supplier shall indicate, the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will attached to such a claim.
- 3.2 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
- 3.3 The CTS reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revise figures are issued by the relevant Authority.
- 3.4 The CTS reserves the right to request the Supplier to submit Audit's Certificate or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such Audit's Certificate or other documentary proof to the CTS within a period of 30 (thirty days from the date of the request, it shall be presumed that the Supplier has abandoned his claim and no further communication shall be considered.
4. In the **first year** of the contract period, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.
5. The tendered price will be subject to adjustment **annually** based on the Consumer Price Index (CPI) (P0141–Table B – CPI headline year-on-year rates) as follows:
 - 5.1 The average CPI for the period 01 January to 31 December of the previous year (i.e. a full 12 month period), calculated by adding the percentage CPI for the 12 months and dividing by 12.

Schedule 9: Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CTS STADIUM (HEREINAFTER CALLED THE "CTS") 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
CTS Stadium

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **230S/2023/24.: THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED** in response to the tender invitation made by THE CTS STADIUM, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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 bidder to sign this Certificate, and to submit this tender, on behalf of the bidder;
4. Each person whose signature appears on this tender has been authorised by the bidder to determine the terms of, and to sign, the tender on behalf of the bidder;
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 bidder, whether or not affiliated with the bidder, who:
 - 5.1 has been requested to submit a tender in response to this tender invitation;
 - 5.2 could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - 5.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder 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:
 - 7.1 prices;
 - 7.2 geographical area where product or service will be rendered (market allocation);
 - 7.3 methods, factors or formulas used to calculate prices;
 - 7.4 the intention or decision to submit or not to submit a tender;
 - 7.5 the submission of a tender which does not meet the specifications and conditions of the tender; or
 - 7.6 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 bidder, 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 Bidder (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 11: List of other documents attached by bidder

The bidder 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 bidder (duly authorised)

 Date

Schedule 12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 13: Functionality Evaluation

Only those tenders submitted by bidders who achieve the minimum score for functionality 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.

In order to be considered responsive, bidders must meet the minimum functionality score per panel tendered for. Bidders may bid for any number of panels. The minimum functionality score in respect of each panel must be achieved to be considered responsive for that panel. Bidders therefore **MUST NOTE** the criteria as it applies to each panel to ensure maximum score is achieved per panel.

Where the bidder 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.

Bidders must ensure that all relevant information has been submitted with the tender offer to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information in this tender submission will result in the tenderer not being able to achieve the specified minimum scoring.

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

1. Experience of Lead Practitioner(s)

The Lead Practitioner must have post admission experience in each panel tendered for. Bidders must complete Annexure 13A to indicate the Lead Practitioner's name per panel and full CV's of the proposed Lead Practitioners must be appended on the same Annexure.

The CV's must contain the following information:

- Personal Information
- Qualification and date of admission
- Relevant work experience

Bidders to note that each panel **MUST** have a Lead Practitioner.

2. Experience of the bidding entity

Bidding entities must have experience in the panel tendered for and must complete Annexure 13B to list all experience related to the panel tendered for.

3. Municipal Finance Management Act (MFMA) experience of bidding entity

Bidding entities must have MFMA experience in the panel tendered for. Bidders must complete Annexure 13C to list all instructions issued to the tendering entity by an organisation governed by the MFMA.

Bidders to note that at award stage, all experience may be verified through a Due Diligence process.

Each panel will be evaluated separately, therefore bidders **MUST** supply with the tender document all necessary information for evaluation purposes.

Weighting on Functionality:

Panel A: Corporate/Commercial Law and Contract Transactions			
Evaluation Criteria	Applicable values/points	Weight	Maximum Points
Experience of the Lead Practitioner			
Years of experience of Lead Practitioner, calculated from date of admission as a legal practitioner (CV's MUST be appended to Annexure 13A)	0 to 5 years	5	30
	More than 5 to 10 years	10	
	More than 10 years to 15 years	20	
	More than 15 years	30	
Experience of the Tendering Entity			
Bidder's experience in Corporate and Commercial Law, instructions from clients in the past 5 years (Bidders MUST complete Annexure 13B)	0 – 5 Instructions	0	30
	More than 5 to 10 Instructions	10	
	More than 10 to 20 instructions	20	
	More than 20	30	
Bidder's experience in drafting commercial agreements, and or transactions undertaken pursuant to or in terms of the Companies Act 71 of 2008, for an organization governed by the MFMA (56 of 2003) (Bidders MUST complete Annexure 13C)	0 to 5 instructions	0	40
	More than 5 to 10 instructions	10	
	More than 10 to 20 instructions	20	
	More than 20 to 30 instructions	30	
	More than 30 Instructions	40	
Total			100

Panel B: Procurement and Public Law			
Evaluation Criteria	Applicable values/points	Weight	Maximum Points
Experience of the Lead Practitioner			
Years of experience of Lead Practitioner, calculated from date of admission as a legal practitioner (CV's MUST be appended to Annexure 13A)	0 to 5 years	5	30
	More than 5 to 10 years	10	
	More than 10 years to 15 years	20	
	More than 15 years	30	
Experience of the Tendering Entity			
Relevant experience in Procurement and Public Law instructions in the past 5 years (Bidders MUST complete Annexure 13B).	0 – 5 Instructions	0	30
	More than 5 to 10 Instructions	10	
	More than 10 to 20 instructions	20	
	More than 20	30	

Experience of tendering entity in Procurement and/or Public Law instructions representing organisations governed by the MFMA in the past 5 years (Bidders MUST complete Annexure 13C)	0 to 5 instructions	0	40
	More than 5 to 10 instructions	10	
	More than 10 to 20 instructions	20	
	More than 20 to 30 instructions	30	
	More than 30 Instructions	40	
Total			100

Schedule 13 A: Functionality Schedules – Lead Practitioners

The Bidder shall insert in the spaces provided below details of the Lead Practitioners to be allocated to this tender. **Curriculum Vitae of each individual MUST be appended to this schedule.**

Should it become necessary to replace any of the project team members listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or higher qualification and experience, who satisfy the minimum requirements and then only with the written approval of the Employer.

Lead Practitioner: Panel A: Corporate/Commercial Law and Contract Transactions	
Full Name	
Job Title	
Qualifications	
Date of Admission	
Years' Experience, Post Admission as a Lead Practitioner	
Lead Practitioner: Panel B: Procurement and Public Law	
Full Name	
Job Title	
Qualifications	
Date of Admission	
Years' Experience, Post Admission as a Lead Practitioner	

NUMBER OF SHEETS, APPENDED BY THE BIDDER TO THIS SCHEDULE..... (IF NIL, ENTER NIL).

<u>SIGNED ON BEHALF OF BIDDER:</u>	
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Schedule 13 B: Functionality Schedules – Track record of the Tendering entity

The Bidder shall list all instruction in relation to the Panel bidding for. Bidder may duplicate the below sheet in order to list all applicable experience.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

Panel A: Corporate/Commercial Law and Contract Transactions				
Track Record				
#	Description of Matter/Instruction	Client/Employer (include contact details)	Duration	
			Start Date	End Date
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		

NUMBER OF SHEETS, APPENDED BY THE BIDDER TO THIS SCHEDULE..... (IF NIL, ENTER NIL).

SIGNED ON BEHALF OF BIDDER: _____

Panel B: Procurement and Public Law				
Track Record				
#	Description of Matter/Instruction	Client/Employer (include contact details)	Duration	
			Start Date	End Date
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		

NUMBER OF SHEETS, APPENDED BY THE BIDDER TO THIS SCHEDULE..... (IF NIL, ENTER NIL).

SIGNED ON BEHALF OF BIDDER:	
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Schedule 13 C: Functionality Schedules - MFMA Track record of the Tendering entity

The Bidder shall list all instruction in relation to the Panel bidding for. Bidder may duplicate the below sheet in order to list all applicable experience.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

Panel A: Corporate/Commercial Law and Contract Transactions				
Track Record				
#	Description of Matter/Instruction	Client/Employer (include contact details)	Duration	
			Start Date	End Date
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		

NUMBER OF SHEETS, APPENDED BY THE BIDDER TO THIS SCHEDULE..... (IF NIL, ENTER NIL).

SIGNED ON BEHALF OF BIDDER:

Panel B: Procurement and Public Law				
Track Record				
#	Description of Matter/Instruction	Client/Employer (include contact details)	Duration	
			Start Date	End Date
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		
...		Company Name: Contact Person: Email: Telephone Number:		

NUMBER OF SHEETS, APPENDED BY THE BIDDER TO THIS SCHEDULE..... (IF NIL, ENTER NIL).

SIGNED ON BEHALF OF BIDDER:	
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Schedule 14: Technical Requirements - Certificates

The Bidder is referred to clause 3 of the Specifications, indicate with an X if attached and if not provide a comment. Append all certificates to this schedule.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

#	CERTIFICATES	YES	NO	COMMENT
1.	Fidelity fund certificate in respect of all Lead Practitioners			
2.	Certificate of Good Standing from the Legal Practice Council in respect of the tendering entity			
3.	Certificate of Good Standing from the Legal Practice Council or a Declaration of Good Standing in respect of each and every practitioner proposed to render the service			

The Certificate of Good Standing from the Legal Practice Council or a Declaration of good standing in respect of each Legal practitioner proposed to render the Legal services must be submitted with the tender offer and appended to this Schedule.

The Declaration of Good Standing may be submitted in lieu of a formal Certificate of Good Standing from the Legal Practice Council, in the event that the Bidder is unable to obtain such a formal certificate prior to the closing date for tender submission. A Pro forma Declaration is attached to Annexure 7.

Bidders who do not attach a formal certificate, will at award of tender be requested to submit the Certificate of Good Standing within seven 7 (seven) days from receipt of such a request. Failure to submit such the Certificate of Good Standing will result in the applicable Legal practitioner not being eligible for any works allocation, should the Bidder tender offer be successful.

SIGNED ON BEHALF OF BIDDER:	
------------------------------------	--

Schedule 15: Support Resources

The Bidder is referred to clause 1.6 of the Specifications, complete details as required.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

#	SUPPORT RESOURCES	YES/NO	COMMENT
1.	Receptionist		
2.	Driver (s) / Messenger (s)		
3.	Admin staff		
4.	Computers,		
5.	Printers, Scanners and Photocopiers		
6.	Internet Telephone and email		
7.	IT Security		
8.	Electronic research databases		

SIGNED ON BEHALF OF BIDDER:

Schedule 16: Additional Practitioners

INSTRUCTIONS:

- 16.1. Bidders must include the names, positions and years of experience of the additional practitioners proposed per panel, in the rows below, per panel.
- 16.2. A certified copy of the court order pursuant to which the practitioner in question was admitted and enrolled as an advocate, attorney or conveyancer as is applicable in the circumstances in respect of all practitioners proposed. Failure to provide proof of admission as a legal practitioner and conveyancer (where applicable) will result in the CTS not considering the particular additional practitioner as proposed.
- 16.3. Bidders are reminded that a legal practitioner may only be proposed as the LEAD Legal Practitioner in respect of a maximum of three panels. The same legal practitioner may be listed as an additional practitioner in any of the other panels where he/she is not listed as the Lead Legal Practitioner. A legal practitioner proposed as an additional practitioner may be so proposed in any number of Panels tendered for.
- 16.4. Should any legal practitioner be proposed as a lead legal practitioner in more than three panels, the CTS will select the first three panels in the order they appear in the Pricing Schedule and disregard the Bidder's submission in respect of the remaining panels where the same legal practitioner was proposed as the lead legal practitioner.
- 16.5. A legal practitioner (not the lead legal practitioner) may be listed as an additional practitioner in more than three panels. If approved, the CTS may at its own discretion decide to use either the lead legal practitioner or one of the additional resources listed for a particular matter. Lead legal practitioners may be proposed as additional resources for panels where the legal practitioner is not listed as a lead legal practitioner. No limitation is imposed in respect of the number of panels for which a legal practitioner may be proposed as an additional resource.
- 16.6. Should it become necessary to replace any of the resources listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or higher qualification and experience, who satisfy the minimum requirements and then only with the written approval of the Employer. Besides the minimum requirements specified in the eligibility criteria, it is a requirement that the legal practitioner can demonstrate recent experience related to specific panel.

1. CORPORATE LAW AND CONTRACTS TRANSACTIONS			
NAME	JOB TITLE	NO. OF YEARS EXPERIENCE	RATE PER HOUR (AS PER PRICING SCHEDULE

2. PROCUREMENT AND PUBLIC LAW			
NAME	JOB TITLE	NO. OF YEARS EXPERIENCE	RATE PER HOUR (AS PER PRICING SCHEDULE

NUMBER OF SHEETS, APPENDED BY THE BIDDER TO THIS SCHEDULE..... (IF NIL, ENTER NIL).

SIGNED ON BEHALF OF BIDDER:	
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(9) CONTRACT DOCUMENTS

ANNEXURE 1: 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 CTS 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 CTS 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, CTS intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by CTS 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 CTS the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from CTS 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, CTS 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 CTS's bank compounded monthly and calculated from the date payment was made by the Guarantor to CTS 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. CTS shall have the absolute right to arrange its affairs with the Supplier in any manner which CTS 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 CTS:

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.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasas Insurance Company Ltd.
Santam Limited
Zurich Insurance Co

ANNEXURE 2: 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 CTS 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 CTS 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 CTS of Cape Town to the Supplier stating that payment of a sum advanced by the CTS 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 CTS 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 CTS 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 CTS of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CTS 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 CTS of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the CTS 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)

ANNEXURE 3: Monthly Project Labour Report (Example)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

- | | |
|---|--|
| <p>General</p> <ol style="list-style-type: none"> 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter 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 services / 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 or email EPWPLR@capetown.gov.za. <p>Project Details</p> <ol style="list-style-type: none"> 5 If a field is not applicable insert the letters: NA 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised. 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date. <p>Workers Details and Work Information</p> <ol style="list-style-type: none"> 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a Certified copy must be kept for reporting. | <p>Jobseeker Database Reference Number</p> <ol style="list-style-type: none"> 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils <p>New workers: Training: Reporting Threshold</p> <ol style="list-style-type: none"> 10 A new worker is one in respect of which a new employment contract is signed in the current month. 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry 12 All formal accredited / non-accredited training that does not form part of on-the-job training 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all. <p>Submission of Forms</p> <ol style="list-style-type: none"> 14 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. 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and Certified ID documents are only required in respect of new workers. 16 If a computer is not available hardcopy forms and supporting documentation will be accepted. 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both |
|---|--|

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)		CONTRACT OR WORKS 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 (insert last 2 digits)	2	0

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							
2	0					2	0						
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)													
R													

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) 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 Project Manager/ Representative:	Name		Signature	
	Date			

ANNEXURE 4: Preference Policy Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: 230S/2023/24.: THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED

SUPPLIER: _____

SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 3: Preference Schedule) (P*)	R
---	---

Specific Goals of Prime Supplier	
----------------------------------	--

Name of Sub-contractor (list all)	Specific Goals 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 Specific Goals not aligned to that of the Prime 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 CTS Project Manager: _____

Date: _____

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: 230S/2023/24.: THE APPOINTMENT OF A PANEL OF LEGAL SERVICE PROVIDERS FOR THE PROVISION OF LEGAL SUPPORT, OPINIONS AND SERVICES TO THE CAPE TOWN STADIUM (RF) SOC LIMITED

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 3: Preference Schedule) (P*)	R	Specific Goals of Partnership/ Joint Venture (JV)/ Consortium	
---	---	---	--

Name of partners to the Partnership/ JV / Consortium (list all)	Specific Goals 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 CTS Project Manager: _____

Date: _____

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)



Letterhead of supplier's Insurance Broker

Date _____

CTS Stadium (RF) SOC Limited
Fritz Sonnenberg Rd,
Green Point,
Cape Town,
8051
Dear Sir

TENDER NO: 230S/2023/24.

TENDER DESCRIPTION: PANEL OF LEGAL SERVICE PROVIDERS FOR LEGAL SUPPORT, OPINIONS AND MISCELLANEOUS LEGAL SERVICES AS AND WHEN REQUIRED FOR THE CAPE TOWN STADIUM (RF) SOC LIMITED.

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 CTS Stadium 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)

ANNEXURE 7: PRO FORMA DECLARATION OF GOOD STANDING

I,(insert name of Legal Legal Practitioner) of
(insert firm/name of tendering entity) hereby declare that I am a Legal Practitioner in good standing with the Legal Practice Council of South Africa.

I acknowledge and accept that a false declaration constitutes a material misrepresentation and an abuse of CTS's supply chain management systems and that any contract concluded a tenderer on the basis of such a false declaration may be cancelled by CTS, in addition to any action that may be taken against me and/or the Bidder in terms of the CTS's Supply Chain Management Policy and Regulation 38 of the MFMA: Supply Chain Management Regulations.

If my status as a Legal Practitioner should change at any time during the period of the contract to be concluded following the award of the tender, I undertake to immediately notify CTS in writing.

I accept that CTS will not issue any instructions to a Legal Legal Practitioner who is not in good standing with the Legal Practice Council.

Signed at (insert place) on thisday of

Signature Name: