TENDER DOCUMENT GOODS AND SERVICES		
SUPPLY CHAIN MANAGEMENT		CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 258S/2025/26

TENDER DESCRIPTION: PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN

CONTRACT PERIOD: 01 JULY 2027 – 30 JUNE 2030

CLOSING DATE	**06 July 2026**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**209**
TENDER FEE	**R 200**

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

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**29 May 2026**
SITE VISIT/CLARIFICATION MEETING	:	Time: **13:30 till 14:30** on Date: **12 June 2026** (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Will be held via Teams, link: https://teams.microsoft.com/meet/334394992520787?p=E3n7wcZbLPu944pDnX **Meeting ID**: 334 394 992 520 787 **Passcode**: eR2XP9pm
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 258S/2025/26: - TENDER DESCRIPTION: PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN",** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	**:**	Email: Finance.Tenders@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). 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, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the "Tender" / "Tender Document"), its evaluation and acceptance and any resulting contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, <u>unless communicated by the CCT in writing to suppliers / tenderers by its Director: Supply Chain Management or his nominee</u>. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General
Unless otherwise stated in the Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint **two** tenderers (the highest ranked tenderer ("the winner") and in addition a of **one** "alternative tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

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

The contract period shall be from 01 July 2027 to 30 June 2030.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Standby Bidder

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

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

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

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

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer'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 the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT'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 the CCT'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 (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %(Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT Supplier Database Registration

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

Tenderers who wish to register on the CCT'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 CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);

c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.

d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);

g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,

h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;

i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;

j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;

k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

l) The tenderer (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;

m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 International Air Transport Association (IATA) accreditation requirement

The tenderer must be **IATA accredited**. Proof in the form of a copy of the accreditation certificate must be submitted with tender submission valid at date of closing. The IATA accreditation certificate must be in the tendering entity's name.

The CCT reserves the right to request outstanding documentation post tender submissions from the tenderer for the above requirement. It is the responsibility of the tenderer to fully and accurately provide the requested information to enable the most favourable tender outcomes. Failure to submit this accreditation certificate at tender close or upon request will render the tender to be deemed non-responsive.

2.2.1.1.5 Minimum score for functionality

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

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

<table>
<tr><th>No.</th><th>Functionality</th><th>Criteria/ Guide</th><th>Score</th></tr>
<tr><td rowspan="4">1.</td><td rowspan="4">TRANSITION-IN PLAN

Provide a detailed Transition Plan for implementing the service without service interruptions and engagement with the previous TMC to ensure a smooth transition. The TMC must submit a Transition Plan that addresses the following required elements:

• Traveller profile changeover process
• Training for Travellers (in-person/ virtual)
• Data migration & setup
• Process & Policy Alignment
• Communication Strategy
• Transition Timeline</td><td>Methodology addressing 5 to 6 items of the required elements</td><td>10</td></tr>
<tr><td>Methodology addressing 3 to 4 items of the required elements</td><td>7</td></tr>
<tr><td>Methodology addressing 1 to 2 items of the required elements</td><td>5</td></tr>
<tr><td>Methodology addressing none of the required items</td><td>0</td></tr>
<tr><td rowspan="4">2.</td><td rowspan="4">BOOKING PROCESS

• Detailed narrative outlining the end-to-end booking process (from request to confirmation).
• Sample travel itinerary and confirmation document.
• Description of how multi-component bookings (flights, accommodation, car hire) are managed seamlessly.
• Turnaround time commitments (e.g. how long from request to booking confirmation).

ONLINE BOOKING TOOL

A detailed description of the online booking tool, including:
• An overview of the product and its core functionality (include screenshots)
• How users access the tool (e.g. web-based via an internet browser, mobile access, or installed software)
• Whether any specific software, applications, or system requirements are needed
• Challenges or customer experience with the Tool

AFTER-HOURS AND EMERGENCY SUPPORT

• Description of after-hours and emergency support structure (in-house or outsourced).
• Description of the escalation process flow with contact details or roles (no names required).
• Turnaround time commitments (response and resolution times)
• Evidence of current 24/7 service capability (e.g., call centre certification, screen shots of after-hours support portal, or client reference).</td><td>Methodology addressing 9 to 12 items of the required elements

(Booking process, Online Booking Tool and After-hours and Emergency Support)</td><td>15</td></tr>
<tr><td>Methodology addressing 6 to 8 items of the required elements

(Booking process, Online Booking Tool and After-hours and Emergency Support)</td><td>10</td></tr>
<tr><td>Methodology addressing up to 5 items of the required elements

(Booking process, Online Booking Tool and After-hours and Emergency Support)</td><td>5</td></tr>
<tr><td>Methodology addressing none of the required elements

(Booking process, Online Booking Tool and After-hours and Emergency Support)</td><td>0</td></tr>
</table>

3.	**COMPANY EXPERIENCE** The tenderer must demonstrate experience providing travel management services in either the public or private sectors within the past 5 years. Tenderers must complete **Schedule F.13A.** A **maximum of 5** clients will be evaluated for purposes of this criterion. Where more than five clients are listed in Schedule F.13A, only the **top 5 responsive clients** per section will be considered for evaluation. The CCT may verify the accuracy of client information submitted under **Schedule F.13A** by contacting the listed clients directly. Failure to provide details as required in **Schedule F.13A** may result in the Bid Evaluation Committee not being able to verify and allocate scoring points to the tenderer.	**Value of work per client:** Points will be allocated per client listed, based on the total value of travel management services provided, inclusive of VAT. This value must reflect the total cost of all travel-related services rendered to the client, including (but not limited to) airfare, accommodation, and any additional travel-related activities. <u>Points per client:</u> • R7 million or more: 3 points • R3 million up to, but excluding, R7 million: 2 points • R1 million up to, but excluding, R3 million: 1 point • Less than R1 million: 0 points A maximum of 10 points is available under this section.	Max 10
		Years experience per client: Points will be allocated per client listed, based on the duration of services rendered to that client within the last 5 years. <u>Points per client:</u> • 3 years to 5 years = 3 points • 2 years up to but excluding 3 years = 2 points • 1 year up to but excluding 2 years = 1 point • Less than 1 year = 0 points A maximum of 10 points is available under this section.	Max 10
4.	**CLIENT FEEDBACK** The tenderer must provide client reference letters that prove customer satisfaction with the provided travel management services in either the public or private sectors within the past five 5 years. Tenderers must provide reference letters in the format prescribed in **Schedule F.13B**. A **maximum of 5 clients** will be evaluated for purposes of this criterion. Where more than five reference letters are provided, only the **top 5 responsive reference letters** will be considered for evaluation. The CCT may verify the accuracy of the reference letters submitted by contacting the clients directly.	**Reference letters:** Reference letters must be submitted per client in the format prescribed in Schedule F.13B and must: • Be signed by a responsible official of the client entity • Contain full contact details • Confirm the scope of work performed • Confirm the duration of the work performed • Assess performance against each listed performance area using the 1–5 rating scale	Max 25

	Failure to provide details as required in **Schedule F.13B** may result in the Bid Evaluation Committee not being able to verify and allocate scoring points to the tenderer.	For each reference letter, an **average score out of 5** will be calculated by summing the ratings across all performance areas and dividing by the number of areas assessed. Where a reference letter is not submitted, the score will be 0 points. The total reference letter score is the sum of the average scores for the **top 5** responsive reference letters, resulting in a maximum possible score of **25 points**.	
5.	**OFFICE MANAGEMENT** Key staff nominated to this project: ➢ Customer Liaison (Key Account Manager) ➢ Supervisor (Travel Management Consultant) ➢ Financial Controller (Financial Staff) ➢ After Hours Consultants Tenderer to list the employees nominated for each of the staff positions or roles by completing **Schedule F.13C.** Copies of **Curriculum Vitae** for the employees listed in Schedule F.13C. must be provided. **One person may NOT perform more than one role.**	Curriculum Vitae for Customer Liaison (Key Account Manager) • 1 personnel = 3 points	Max 3
		Curriculum Vitae for Supervisor (Travel Management Consultant) • > 2 personnel = 3 points • 2 personnel = 2 points • 1 personnel = 1 point	Max 3
		Curriculum Vitae for Financial Controller (Financial Staff) • 2 personnel = 2 points • 1 personnel = 1 point	Max 2
		Curriculum Vitae for After Hours Consultants • 2 personnel = 2 points • 1 personnel = 1 point	Max 2
6.	**ACCOUNT MANAGEMENT** Tenderer to demonstrate that they have processes and procedures in place pertaining to the below, to ensure that the City will receive consistent quality services in terms of the following: **Amex Lodge Card** • Proforma Invoice • Itemised billing **Bill Back Account** • Weekly Statement listing invoices. • Invoice information: 1. Unique reference number per invoice 2. Invoice Date 3. Travel Dates	**Examples addressing the Amex Lodge Card:** • No proforma Invoice = 0 points • 1 or more proforma Invoices = 2 points • No itemised billing = 0 points • 1 or more Itemised billing = 3 points	Max 5
		Examples addressing the Bill Back Account: • No weekly statement listing invoices = 0 points • 1 or more weekly Statement listing invoices = 5 points	Max 5

	4. Travel Destination 5. Transaction Fee 6. Total invoice including VAT/Non-VAT 7. 3rd party invoice attached. **MIS Report** • After hours' Report • Client Feedback (Compliments & complaints) • Open air tickets on hand • Categories summary (spend & percentage) • Spend per Service Provider • Savings achieved • Number of transactions per Service Provider • Passenger spend • Upgrade of class of travel (air, accommodation and ground transportation) • No show report • Cancellation report • Refund Log • Invoice Age Analysis • Tracking of City's carbon footprint for the city and the Traveller (where available)	**Examples addressing information on the Invoice:** • 1 point per requirement to a maximum of 5	Max 5
		Examples of MIS Report: • 1 point per requirement to a maximum of 5	Max 5
Total Score			**100**

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

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

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

A more detailed explanation of the functionality criteria is provided through the following examples and are provided for illustrative purposes to further explain the scoring.

COMPANY EXPERIENCE EXAMPLE (Illustrative only)

Value of work per client:
The top 5 responsive clients with the highest value of work on Schedule F.13A will be scored. For example:

Employer / Company	Value of work (inc. VAT)	Score
Client 1	R10,000,000	3
Client 2	R7,000,000	3
Client 3	R3,500,000	2
Client 4	R2,500,000	1
Client 5	R600,000	0
Client 6	R8,000,000	3
Client 7	R1,000,000	1

A maximum of 10 points is available under this section.
The total score of the top 5 responsive clients in the list is **12**. Tenderer score would be limited to **10**.

Years experience per client:
The top 5 responsive clients with the longest years of experience on Schedule F.13A will be scored. For example:

Employer / Company	Years experience	Score
Client 1	4 years 2 months	3
Client 2	2 years	2
Client 3	2 years 2 months	2
Client 4	1 year	1
Client 5	9 months	0
Client 6	1 years 11 months	1
Client 7	6 months	0

A maximum of 10 points is available under this section.
The total score of the top 5 responsive clients in the list is **9**. Tenderer score would be **9**.

Total score for Company Experience in this example:

	Total Score Available	Tenderer Score
Value of work per client	10	10
Years experience per client	10	9
TOTAL	**20**	**19**

CLIENT FEEDBACK EXAMPLE (Illustrative only)

Reference letters:
The top 5 responsive clients with the highest average feedback score will be evaluated. For example:

Employer / Company	Total Score	Number of Questions	Average Score
Client 1	30	6	5
Client 2	24	6	4
Client 3	19	6	3.16
Client 4	15	6	2.5
Client 5 (not provided)			0
TOTAL			**14.66**

Tenderer score would be **14.66** out of 20.

2.2.1.1.7 Provision of samples

Not applicable

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

The tenderer shall treat as strictly confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

The tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile, or registered post or other lawful means.

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

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

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, 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 the CCT’s Bod Adjudication Committee (“BAC”) for noting.

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

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

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;

b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals
In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

Before making an award the CCT 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 CCT, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the CCT via CSD or e-Filing. The CCT should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

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

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

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

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

e) Received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.2.22 Collection and issuing of tender documents
The CCT will only issue tender documents though it's Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

a) The gross misplacement of the decimal point in any unit rate;
b) Omissions made in completing the Price Schedule; or
c) Arithmetic errors in:
    i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or

ii) The summation of the prices; or
iii) Calculation of individual rates.

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may 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 Conditions of Tender.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

a) If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
b) If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
c) If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.

d) If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
e) If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
f) If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Section 7).**

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

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

2.3.10.3.4 Applicable formula:

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

The 80/20 preference point system will apply to this tender or the lowest acceptable tender will be used to determine the applicable preferences

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

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

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

Preference points shall be based on the Specific Goal as per below:

Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20)
	Reconstruction and Development Programme (RDP) as published in Government Gazette	
1	***Promotion of Micro and Small Enterprises*** *Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)* *SME partnership, sub-contracting, joint venture or consortiums*	*8*
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 6 points* *> 12% up to 15% of total expenditure = 5 points* *> 9% up to 12% of total expenditure = 4 points* *> 6% up to 9% of total expenditure = 3 points* *> 3% up to 6% of total expenditure = 2 points* *>= 1% up to 3% total expenditure = 1 points* *< 1% of total expenditure = 0 points*	*6*
3	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total profit = 6 points* *> 4% up to 5% of total profit = 5 points* *> 3% up to 4% of total profit = 4 points* *> 2% up to 3% of total profit = 3 points* *> 1% up to 2% of total profit = 2 points* *>= 0.5% up to 1% of total profit = 1 points* *< 0.5% of total profit = 0 points* ***OR Employee Share Scheme*** *> 15% employee ownership = 6 points* *> 12% up to 15% employee ownership = 5 points* *> 9% up to 12% employee ownership = 4 points* *> 6% up to 9% employee ownership = 3 points* *> 3% up to 6% employee ownership = 2 points* *>= 1% to 3% employee ownership = 1 points* *< 1% employee ownership = 0 points*	*6*
	Total points	***20***

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,

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

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

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

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the CCT;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; and
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

2.3.13 Prepare contract documents

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

a) Notices issued during the tender period,
b) Inclusion of some of the returnable documents, and
c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 258S/2025/26

TENDER DESCRIPTION: PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN

CONTRACT PERIOD: 01 JULY 2027 – 30 JUNE 2030

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code ___________
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms ____ (Name & Surname) Telephone :(____) _______________Fax :(____) ____________ Cellular Telephone:____ E-mail address:____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 258S/2025/26 - PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule**.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT _______________ (PLACE) ON THE _____ (DAY) OF__________________ (MONTH AND YEAR)

____
For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 258S/2025/26 - PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations.*

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

____________________________	__________________
For and on behalf of the City of Cape Town (Duly Authorised) Name and Surname:	Witness 1 Signature Name and Surname:
	__________________
	Witness 2 Signature Name and Surname:

TENDER 258S/2025/26 - PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

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

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

3 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 258S/2025/26 - PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The ....(Day)

Of. .... (Month)

20 .... (year)

At. ....(Place)

For the Supplier: Signature(s) . . . .
Name(s) . . . .
Capacity . . . .
Signature and name of witness:

Signature . . . . Name . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

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

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

I, ... , representing

… ...., as an employer in its own right 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 (hereafter "OHSA") and the Regulations promulgated thereunder.

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

COID ACT Registration Number: …………………………………………………………………………………..

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

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

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

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

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

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

______________________ ______________________

Witness **Mandatary**

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

______________________ ______________________

Witness for and on behalf of CCT

C.4 PRICE SCHEDULE

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

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

ITEM NO	DESCRIPTION	UNIT OF MEASUREMENT	TOTAL TRANSACTION FEE PER ACTIVITY (EXCL. VAT)
1	Total Transaction Fee: Off-site Services (Manual system)	Total transaction fee per activity, refer to paragraph 6 of Tender Specification	R
2	Total Transaction Fee: Off-site Services (Online Booking Tool)	Total transaction fee per activity, refer to paragraph 6 of Tender Specification	R
Total Sum **Note: The Sum amount will be used for evaluation purposes only**			R

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

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

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

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

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

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

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

5.8 Bidders must submit pricing based on an Off-site Transaction Fee Model for two scenarios namely:

i) Manual System and;

ii) Online Quotation Tool System will be on the condition that the City is satisfied with the suitability of the tool as well as any instruction or guidance received from National Treasury.

5.9 Transaction Fee Breakdown

i) **Both prices (manual & online- quotation tool transaction fees) will be taken into consideration in the evaluation process.**

ii) The Transaction Fee must be the same fixed amount per activity per Traveller.

iii) The Transaction Fee should be charged for all service bookings made by the TMC for domestic and international airfare, accommodation, car hire and shuttles.

iv) The TMC must include their transaction fee with each activity when they provide quotations to the City for flights, accommodation, car rental and shuttles.

v) The City will pay the transaction fee monthly in arrears.

5.10 The TMC should ensure compliance with National Treasury (NT) cost containment measures and the City's Cost Containment Policy where applicable.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

1. INTRODUCTION

The City of Cape Town (referred herein as the City) utilises the services of a Travel Management Company (TMC) in managing its travel activities. The current contract is expiring on the 30 June 2027.

2. PURPOSE OF THE TENDER

The purpose of this tender is to invite proposals from suitably qualified bidders for the provision of travel management services to the City for a period of three (3) years, from 01 July 2027 to 30 June 2030, utilising a Hybrid Booking Model that combines an online quotation tool with manual booking process, supported by the TMC.

This tender document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidders required by the City for the provision of travel management services.

3. DEFINITIONS

i) **Accommodation** means the rental of lodging facilities while away from the Traveller's place of residence while on authorised official duty.

ii) **Activity** means a distinct travel service transaction, including but not limited to airfare, accommodation, car rental or transport services, for which a transaction fee is applicable.

iii) **After-hours services** mean travel support, changes, and reservations processed outside normal business hours by the TMC.

iv) **Air travel** means travel by airline on authorised official duty.

v) **Car Rental** means the rental of a vehicle for business purposes for a short period of time by a Traveller for official purposes.

vi) **Cost Containment** means measures implemented to curtail spending in terms of regulations applicable to Municipalities as implemented by National Treasury and the City's Cost Containment Policy.

vii) **Delegated Authority** means any person authorised to approve travel and related expenses in accordance with the City's Travel Management Policy and System of Delegation.

viii) **Domestic Travel** means travel within the borders of the Republic of South Africa.

ix) **Emergency Travel** means the booking of travel when unforeseen circumstances necessitate an unplanned trip or the deviation of a planned trip.

x) **Hybrid Booking Model** means the City's travel process utilising a combination of an online quotation tool and manual booking processes, supported by the Travel Management Company.

xi) **International Travel** means to travel to a location outside of the territorial boundaries of the Republic of South Africa.

xii) **Virtual Card** means a digital, non-physical payment card generated for specific travel transactions, limited to an approved amount and validity period, used to reduce fraud risk and enhance payment security.

xiii) **Management Information Statistics (MIS)** means the reporting framework used to compile, analyse and present travel and expenditure data for monitoring and control purposes.

xiv) **Memorandum of Agreement** (**MOA**) means a contract between the TMC and City of Cape Town that outlines specific terms, obligations, and responsibilities of the two parties.

xv) **MFMA** means the Local Government: Municipal Finance Management Act, Act 2003

(Act No. 56 of 2003), and the Regulations promulgated in terms thereof.

xvi) **Online Quotation Tool (OQT)** means an electronic tool or platform used by authorised users to compare and obtain travel quotations, incorporating role-based access control, audit trails and automated communication of approved quotations to the Travel Management Company.

xvii) **Reservation** means the completed confirmed booking of a travel specific service (e.g., flight, accommodation, car rental or transport) by the TMC following an approved quotation.

xviii) **Shuttle Service** means the service offered to transfer a Traveller from one point to another.

xix) **Third Party Service Provider** means an Airline or Accommodation Establishment or Car Rental Company or Shuttle Service Provider or a Tour Operator appointed by the TMC to provide travel services.

xx) **Transaction Fee** means the fixed negotiated fee charged for each specific activity per Traveller e.g. flights or accommodation or ground transportation.

xxi) **Traveller** means any Councillor or Official or a Private Individual travelling on official business for the City.

xxii) **Travel Authorisation Number** means a sequential number issued by the Travel Management Office to the Traveller to enable the Traveller to make travel bookings with the TMC.

xxiii) **Travel Booker** means an authorised City official responsible for initiating or coordinating travel quotation requests and bookings on behalf of a Traveller.

xxiv) **Travel Management Office** means the office that coordinates the travel functions within the City.

xxv) **Travel Management Company (TMC)** means a Service Provider or Travel Agent appointed to manage all travel arrangements for the City.

xxvi) **Travel Voucher** means a document issued by the Travel Management Company to confirm the reservation and/or payment of specific travel arrangements.

xxvii) **Value Added Services** means services that enhance or complement the general travel management services e.g. Rules and procedures of the airports.

xxviii) **VAT** means Value Added Tax.

4. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period from 01 July 2027 until 30 June 2030.

5. SCOPE OF WORK

5.1 Background

The City currently utilises a TMC to manage its travel requirements and associated travel expenditure across the travel management lifecycle, using a hybrid booking model that combines an online quotation tool with manual booking processes.

The City's primary objective in issuing this Tender is to enter into agreement with the successful bidder who will achieve the following:

a) Provide the City with travel management services that are consistent and reliable and will maintain a high level of Traveller satisfaction in line with the service levels;
b) Achieve significant cost savings in line with NT guidelines and regulations and the City's own Cost Containment Policy without any degradation in the services;
c) Appropriately manage the travel risk for City Travellers;
d) Well governed travel management services, supported by efficient arrangements and appropriate digital tools, in compliance with applicable National Treasury prescripts and the City's Travel Management Policy.
e) Provide practical and efficient travel logistics ensuring that travel arrangements are appropriate for the City's operational needs, specifically in relation to:
    - Location and suitability of the Accommodation
    - Availability of Flights
    - Availability of suitable Car Rental options
    - Availability of Other Transportation Services (i.e. Shuttle Services) for multiple Travellers

5.2 Travel Volumes - Annexure G

The City's total volumes of bookings made by the TMC for 2024/25 financial year was for a period from 1 July 2024 until 30 June 2025. The travel statistics are reflected in terms of amount spent per activity as well as the number of activities for airfares, accommodation, car rental and shuttle services.

Note: These figures are for illustration purposes only.

5.3 Service Requirements (Domestic & International)

5.3.1 General

The successful bidder will be required to provide travel management services, and must take the following into account:

a) Provide a detailed Transition Plan for implementing the service without service interruptions and engagement with the previous TMC to ensure a smooth transition. The TMC must submit a **Transition Plan** that addresses the following required elements:
   - Traveller profile changeover process
   - Training for Travellers (in-person/ virtual)
   - Data migration & setup
   - Process & Policy Alignment
   - Communication Strategy
   - Transition Timeline

b) At contract termination or expiry, the TMC must provide at least three (3) months transition support upon request to ensure no disruption to travel bookings at no cost to the City.

c) The TMC should ensure compliance with National Treasury (NT) cost containment measures and the City's Cost Containment Policy where applicable.

d) Familiarisation with the City's current operational processes and implementation of the City's Travel Management Policy to ensure compliance. (see attached Travel Management Policy – Annexure H).

e) Costs incurred as a result of the inefficiency or due to an error by a Travel Consultant will be for the TMC's account.

f) Provide a facility for City of Cape Town to create or update its Travellers' Profiles and provide data security in compliance with the Protection of Personal Information Act (POPIA).

g) Manage the Third-Party Service Providers by addressing service failures and complaints against these Service Providers.

h) Ensure that an unqualified guarantee can be provided by the TMC that there will not be an interruption in travel bookings due to any dispute that the TMC and the Third-Party Service Providers might be experiencing.

i) Ensure that the City will always be supplied with the latest Car Rental Tariff Schedules from the Third-Party Service Providers that the TMC utilises.

j) Provide digital quotations for flights, accommodation, car rental, shuttles and including the applicable transaction fees for every trip request.

k) Provision of monthly Management Information Statistics (MIS).

l) The turnaround time for National quotations should be within 4 - 8 hours and International quotations between 8 – 24 hours.

m) Track the City's travel carbon footprint and that of individual Traveller's on a monthly basis.

5.3.2 Hybrid Booking Model (Digital and Manual Processes)

The Successful Bidder must:

a) Support the City's current operation of a hybrid travel quotation and booking model, utilising a combination of an online quotation tool and manual booking processes, for the duration of the contract.

b) Ensure the online quotation tool is used by authorised City users to:
- Search and obtain quotations for airfare, accommodation and ground transportation services;
- Compare available options based on cost, availability and compliance with the City's Travel Management Policy;
- Submit quotations for approval in accordance with the City's delegated authority framework.

c) The online quotation tool shall:
- Support role-based access control, enabling appropriate segregation of duties between requestors, approvers and administrators;
- Provide an auditable workflow for quotation requests, approvals and changes;
- Generate an electronic notification or instruction to the TMC once a quotation has been formally approved by the City.

d) Manage approved quotation instruction from the OQT or approved City system to:
- Validate the quotation against availability, fare rules and supplier conditions;
- Proceed to complete the booking on behalf of the City in accordance with the approved quotation and Travel Authorisation Number (TAN);
- Ensure any deviation from the approved quotation shall require prior written approval from the City.

e) Where the online quotation tool is not utilised, or where exceptions occur (including emergencies, system downtime or specialised bookings):
- Provide quotations through manual processes;
- Ensure that all quotations remain compliant with City's Cost Containment Policy and Travel Management Policy.

f) Provide and present a minimum of three (3) compliant quotations for each travel request, where the route or destination permits, except in circumstances where:
- Emergencies arise;
- Limited supplier availability exists; or

- The City authorises a justified deviation.

g) Provide quotations that:
   - Clearly reflect the total cost per activity, including all taxes, levies and applicable transaction fees;
   - Total cost must reflect the final negotiated discounted fares and rates where applicable;

5.3.3 Reservations

The Successful Bidder must:

a) Be responsible for completing travel reservations only upon receipt of the Travel Authorisation Number (TAN) with the confirmed booking information.

b) Book the approved and authorised flights, accommodation, car rental and shuttle services in accordance with the confirmed booking information.

c) Be aware of all travel requirements for destinations to which Travellers will be travelling and advise the Travellers of alternative plans that are more cost effective and more convenient where necessary.

d) Issue all necessary travel documents, itineraries and vouchers timeously to the Traveller prior to departure.

e) Book the negotiated discounted fares and rates where possible.

f) Keep abreast of carrier schedule changes as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any changes in flight schedules prior to or during the Traveller’s official trip. When necessary, e-tickets and billing shall be modified and reissued to reflect these changes.

g) Respond and process all queries, requests, changes and cancellations timeously and accurately.

h) Facilitate group bookings (e.g. for meetings, events, etc.), emergency and after-hours reservations in accordance with this specification.

i) Advise and assist the Traveller with applications for all visa and inoculation requirements for certain countries, well in advance.

j) No commission shall be earned from Third Party Service Providers for City bookings.

5.3.4 Air Travel

a) The TMC must consider both full service carriers as well as low cost carriers.

b) The TMC should obtain a minimum of three (3) quotations to present the most cost effective and practical routing to the Travellers, where the route or destination permits.

c) The airline ticket should include the applicable airline agreement number.

d) Airline tickets must be delivered electronically (SMS, e-mail format or any other acceptable electronic format) to the Traveller promptly after booking before the departure times.

e) The TMC will be responsible for the tracking and management of unused e-tickets as per agreement with the City of Cape Town.

f) The TMC must provide proof that bookings were made against the discounted rates on the published fares where applicable.

g) Provision must be made for Executives to have access to Priority Boarding, where applicable.

5.3.5 Accommodation

a) The TMC must obtain quotations by firstly considering the four Hotel Groups as per NT guidelines and regulations i.e. Protea, Tsogo Sun, City Lodge and Premier and thereafter other Establishments.

b) The TMC should obtain a minimum of three (3) quotations to present the most cost-effective accommodation options to the Travellers.

c) Accommodation vouchers must be issued to all City Travellers for accommodation bookings and must be invoiced to the City. The TMC's invoice must be supported by the original invoice from the Third Party Service Providers.

5.3.6 Car Rental and Shuttle Services

a) The City requires the Tenderers to approach multiple Car Rental Companies and negotiate best rates for the City including super collision damage waiver and theft protection cover for short-term rentals; and appropriate extra cover waivers for hail damage, tyre damage, stolen hub-caps, windscreen, etc.

b) The TMC must recommend and provide the preferred Car Rental Companies for use by the City at contract stage.

c) The TMC will enter into a Service Level Agreement with the preferred Car Rental Companies on behalf of the City.

d) The TMC will book the approved Group Vehicles in accordance with the City of Cape Town's Travel Management Policy.

e) Provision must be made for a City Traveller (Executive Team) to have access to "Quick queue" service for collection of hired vehicles.

f) For International travel the TMC must offer alternative ground transportation options to the Traveller that may include shuttles, chauffer services, rail and busses.

g) The TMC can make bookings with Tour Operators for international shuttle services in line with the City of Cape Town's Travel Management Policy.

5.3.7 After Hours and Emergency Services

a) The TMC must provide a Consultant or Team of Consultants to assist Travellers with after hours and emergency reservations and changes to travel plans.

b) A dedicated Consultant/s must be available to assist Executive Travellers with after hour or emergency assistance.

c) After hours' services must be provided twenty-four (24) hours on an everyday basis, including weekends and Public Holidays.

d) After Hours contact numbers should be reflected on all travel documentation.

e) The TMC shall ensure uninterrupted travel services during:

- System outages;
- Labour disruptions;
- Civil unrest;
- Pandemics or national disasters, and
- Maximum system downtime shall not exceed twelve (12) hours.

5.4 Communication

a) All enquiries must be investigated by the TMC and prompt feedback provided to the City.

b) The TMC must ensure that alerts and notifications are communicated to the City timeously.

5.5 Financial Management

a) The TMC must implement the rates negotiated by National Treasury where applicable, and also those they have negotiated with the Third Party Service Providers.

b) Virtual Lodge Card – The City uses a digital card account to manage payments for airfares, international accommodation, shuttles and chauffer charges. It is also used for domestic establishments that require upfront payments.

c) Bill Back Account – All transactions for Domestic Accommodation, Car Rental & Domestic Shuttle Services are managed on the Bill Back Account.

d) In certain circumstances where pre-payments are required for smaller Bed & Breakfast/Guest House Facilities and those establishments that are not on the TMC's database, payments may be processed by the TMC and subsequently billed-back to the City.

e) To minimise material risk in terms of fraudulent transactions, the TMC may setup the City's Lodge Card with the option of virtual cards linked to it, for International Accommodation transactions. This means the TMC will create a virtual card and it will only be used for the specific travel transaction (the virtual card will be setup for the transaction dates and the amount of the accommodation).

f) All quotations and bookings processed through the OQT and the TMC's systems shall be retained for audit and reporting purposes for the duration prescribed by applicable legislation.

5.6 Management Information Statistics and MIS Reports

a) The TMC will be responsible to ensure that the integrity of the data is not compromised.

b) The TMC must implement all necessary processes and procedures to ensure that all data is secure at all times and not accessible by any unauthorised parties in compliance with all applicable information security laws and regulations.

c) Any data breach, cyber incident, or suspected compromise shall be reported to the City within seventy-two (72) hours.

d) All travel, transaction, traveller profile and financial data generated under this contract shall remain the exclusive property of the City.

e) The TMC must have the capability to provide detailed information related to travel expenses into a single MIS report for the City in a year to date format on a monthly basis.

f) Reports must reflect the City's specific requirements. Information must be available on a transactional level that reflect detail including the Name of the Traveller, Date of travel and Spend category (e.g. air travel, shuttle, accommodation).

g) The City may request the TMC to provide additional management reports, from time to time.

h) Management Information Systems (MIS) reports must include, but are not limited to, the following in year to date format:

i) After hours' Report;
ii) Client Feedback (Compliments & complaints);
iii) Open air tickets on hand;
iv) Categories summary (spend & percentage);
v) Spend per Service Provider;
vi) Savings achieved;
vii) Number of transactions per Service Provider;
viii) Passenger spend;
ix) Upgrade of class of travel (air, accommodation and ground transportation);
x) No show report;
xi) Cancellation report;
xii) Refund Log;
xiii) Invoice Age Analysis
xiv) Tracking of City's carbon footprint for the City and the Traveller (where available)

5.7 Account Management

a) The TMC must appoint a Key Account Manager or Business Manager that is ultimately responsible for the management of the City's account.

b) A complaint handling procedure must be implemented to manage and record the compliments and complaints of the TMC and other travel Service Providers. Escalation of complaints or service failures shall follow the below tiers:

- Tier 1: Operational escalation (consultant) (response within 24 hours);
- Tier 2: Account Manager escalation (response within 3 business days);
- Tier 3: Executive escalation (response within 5 to 7 business days); and
- Tier 4: Contractual remedies or penalties implemented if service failures cannot be resolved

c) The City and the TMC's Key Account Manager and/or Business Manager shall meet monthly, with extraordinary meetings convened where required, to:

- Monitor compliance with this Specification and Memorandum of Agreement (MOA);
- Review performance reports and savings achieved;
- Monitor financial compliance and detailed reviews on spending
- Manage risks, disputes and escalations;
- Approve improvement plans and corrective actions.

e) The TMC must ensure that the City of Cape Town's Travel Management Policy is enforced.

f) In instances where the need arises, the TMC must ensure that workshops are provided to City Management, Travellers or Travel Bookers.

g) The Travel Management Company shall perform the services in accordance with the Specifications and Memorandum of Agreement. Performance indicators may be set out in the Memorandum of Agreement to monitor performance of booking timelines, accuracy, financial processes, policy compliance, reporting and customer experience throughout the contract period.

5.8 Value Added Services

The TMC must provide the following value-added services, amongst others:

a) Destination information for international destinations:

i) Health warnings;
ii) Weather forecasts;
iii) Places of interest;
iv) Visa information;
v) Travel alerts;
vi) Location of hotels and restaurants;
vii) Information including the cost of public transport;
viii) Rules and procedures of the airports;
ix) Business etiquette specific to the country;
x) Airline baggage policy; and
xi) Supplier updates

b) Electronic vouchers must be sent via e-mail or smartphones to travellers.

c) Priority services for Executives that include, but is not limited to check-in support.

5.9 Cost Management

a) NT's cost containment guidelines and regulations as well as the City's Cost Containment Policy are the basis for a cost savings culture.

b) It is the obligation of the Travel Consultant or OQT to advise on the most cost-effective options at all times.

c) The TMC plays a pivotal role to provide high quality travel related services that are designed to strike a balance between effective cost management, flexibility and Traveller satisfaction.

d) The TMC should have in-depth knowledge of the relevant Supplier(s)' products, to be able to provide the best option and alternatives that are in accordance with City of Cape Town's Travel Management Policy to ensure that the Traveller reaches his/her destination safely, in reasonable comfort, with minimum disruption, cost effectively and in time to carry out his/her business.

5.10 Office Management

a) The TMC must ensure that high quality service is delivered at all times to the City's Travellers. The TMC is required to provide the City highly skilled and qualified nominated key personnel, amongst others:

i. Customer Liaison (Key Account Manager)
ii. Supervisor (Travel Management Consultant)
iii. Financial Controller (Financial Staff)
iv. After Hours Consultants

b) No substitute of nominated key personnel will be permitted without prior approval from the contract manager. In the event that replacement is unavoidable, the TMC must propose a replacement with equal or greater experience and competencies as those originally nominated. The City reserves the right to reject any proposed replacement if they do not meet the required standards.

6. PRICING MODEL

Bidders must submit pricing based on an Off-site Transaction Fee Model for two scenarios namely:

i) Manual System and;

ii) Online Quotation Tool System will be on the condition that the City is satisfied with the suitability of the tool as well as any instruction or guidance received from National Treasury.

6.1 Transaction Fee Breakdown

i) **Both prices (manual & online- quotation tool transaction fees) will be taken into consideration in the evaluation process.**

ii) The Transaction Fee must be the same fixed amount per activity per Traveller.

iii) The Transaction fee should be charged for all service bookings made by the TMC for domestic and international airfare, accommodation, car hire and shuttles.

iv) The TMC must include their transaction fee with each activity when they provide quotations to the City for flights, accommodation, car rental and shuttles.

v) The City will pay the transaction fee monthly in arrears.

6.2 Examples on how the Transaction Fee should be charged

Example 1

3 Travellers fly to Johannesburg for the day only and hire a vehicle to attend a meeting.

Transaction Fee charge:

Flight:	3x transaction fees (fee is for return flight)
Car Rental:	1x transaction fee

Example 2

2 Travellers fly to Durban for 2 nights and require shuttle services to attend a Conference.

Transaction Fee charge:

Flight:	2x transaction fees (fee is for return flight)
Accommodation:	2x transaction fees
Shuttle Services:	5x transaction fees

Shuttle services calculated as follows:

Shuttle Day 1:	1x transaction fee (shuttle from Airport to the Hotel)
Shuttle Day 2:	1x transaction fee (shuttle from Hotel to the Conference venue)
Return Shuttle Day 2:	1x transaction fee (shuttle from Conference back to the Hotel)
Shuttle Day 3:	1x transaction fee (shuttle from Hotel to the Conference venue)
Return Shuttle Day 3:	1x transaction fee (shuttle from Conference to the Airport)

TRADE NAMES OR PROPRIETARY PRODUCTS

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1 A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1 B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the 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/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

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

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

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

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

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

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

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

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.

3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.

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

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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

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

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

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

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

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

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:

11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity;

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier’s broker or the insurance company itself (see the Pro Forma Insurance Broker’s Warranty).

11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **R5 million** in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/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 Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department. (Not applicable)

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

18. <u>Contract Amendments and Variations</u>

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be **50% of the transaction fee per recorded incident and the service provider must carry any cost associated with the incident.**

Recorded incident to be defined as an instruction incorrectly executed and agreed upon between the Service Provider and the CCT

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. <u>Termination</u>

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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

a) reports of poor governance and/or unethical behaviour;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the Purchaser
d) negative social media reports;
e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(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 day delivery of delivery or the next Working Day,
b) sent by registered mail – five (5) Working Days after mailing,
c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 ‘Day’ means calendar day.

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

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

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

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

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

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

1.14 ‘GCC’ means the General Conditions of Contract.

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

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

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

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

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

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

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo	*Letterhead of supplier's Insurance Broker*

Date ___________________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

***TENDER NO.**:* *2023/24*

TENDER DESCRIPTION:

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 CCT 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 B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.

2 Incomplete / incorrect / illegible forms will not be accepted.

3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.

4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA

6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.

7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

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

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.

10 Was the beneficiary sourced from the City's job seeker database?

11 The contract end date as stated in the beneficiary's employment contract.

12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.

13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month

14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.

16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.

17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

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

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month

Sheet		
1	of	

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

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

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 CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

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

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

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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 D - Pro Forma Advance Payment Guarantee

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 CCT 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 CCT 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 CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the CCT 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 CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT 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 CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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, where after 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) ....

Approved Financial Institution as at 28 February 2023:

1.1 National Banks
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies
American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.

1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.

1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.

2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.

2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	Indicate option ⬇	CPA Type	Period	Refer to Section
A	N/A	**FIRM PRICES** as per Pricing Schedule	Annual	*Pricing Schedule C.4 and Schedule F.1 (A)*
		LOCAL (RSA) TENDER CONTENT:		
		EITHER		
B	N/A	SEIFSA Index based CPA	Monthly / Quarterly	*Schedule F.1 (B)*
		OR		
C	N/A	Pricelist / Quotation Based CPA	Ad-Hoc	*Schedule F.1 (C)*
		OR		
D		STATS SA CPI Index Based CPA	Annually	*Schedule F.1 (D)*
		OR/AND		
E	N/A	Sectorial Determination 1:Contract Cleaning Sector	Annually	*Schedule F.1 (E)*
		OR		
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	*Schedule F.1 (E)*
		IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE		
F	N/A	ROE based CPA	Ad-Hoc	*Schedule F.1 (F)*
		AND (IF REQUIRED), EITHER		
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	*Schedule F.1 (G)*

		OR		
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	*Schedule F.1 (H)*

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

i. By letter to: **Director: Expenditure**, City of Cape Town, P O Box 655, Cape Town, 8000 or
ii. By email to: **Chrisna.towsen@capetown.gov.za**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.

2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.

3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.

4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

   5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
      a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
      b) The end month shall be three (3) calendar months prior to the 12th month.

   5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
      a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
      b) The end month shall be three (3) calendar months prior to 24th month.

   5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)

6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

NOT APPLICABLE

F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST

NOT APPLICABLE

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES

NOT APPLICABLE

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

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

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: ______________________________
   Financial Institution: ___________________________
   Branch Code: ________________________________
   Account No.: _________________________________

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule.*

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

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

YES		NO	

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

YES		NO	

If YES, furnish particulars below

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

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

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

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 included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer 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 tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
(d) "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
(e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

Or

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Or

Where:

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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 tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.2 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—

(a) 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

(b) 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.

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

The specific goals allocated points in terms of this tender	**To be Completed by the Organ of State**	**To be Completed by the Tenderer**
	Number of points Allocated (80/20 system)	**Number of points claimed (80/20 system)**
Promotion of Micro and Small Enterprises	8	
Enterprise Supplier Development and Socio-Economic Development	6	
Skills Development <u>OR</u> Employee Share Scheme	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm……………………………………………………………………….

5.4 Company registration number: …………………………………………………………...

5.5 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

5.6 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 4.1 and 4.2, the Supplier 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 tenderer or Supplier, 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.

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to "Notes for verification"	**Amount Declared (excluding VAT)**
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR **SG3.2** Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:
I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended. .*

Signature of Tenderer (Authorised to represent the tenderer)	**Date**	**Name and Surname**	**Address**

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
  <u>Promotion of Micro and Small Enterprises</u>
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  <u>Enterprise Supplier Development and Socio-Economic Development</u>
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

  (iii) Total Enterprise Socio Economic Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  <u>Skills Development</u>
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total Profit
  Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  <u>Employee Share Scheme</u>
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **<u>OR</u>** Commissioner of Oaths
(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	**Date**	**Name and Surname**	**Address**

Note 1

1.1 Tendering entity that undergoes B-BBEE verification

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

Note 2

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:
  (i) Total Turnover
  (iv) Total Expenditure
  (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

Note 3

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname *(Authorised to represent the tenderer)*	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end ____________________________

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end ____________________________

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:** (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable**

	option). (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).** (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
   1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
      1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
   1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
      1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
      1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
      1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

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

   3.1 Full Name of tenderer or his or her representative: ______________________________

   3.2 Identity Number: ______________________________

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

   3.4 Company or Close Corporation Registration Number: ______________________________

   3.5 Tax Reference Number: ______________________________

   3.6 VAT Registration Number: ______________________________

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**
      3.8.1 If yes, furnish particulars: ______________________________

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
      3.9.1 If yes, furnish particulars: ______________________________

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.10.1 If yes, furnish particulars: ______________________________

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.11.1 If yes, furnish particulars: ______________________________

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders

in service of the state? **YES / NO**
3.12.1 If yes, furnish particulars: ______________________________

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: ______________________________

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

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
3.15.1 If yes, furnish particulars: ______________________________

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
3.16.1 If yes, furnish particulars: ______________________________

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

Full Name	Identity Number	State Employee Number

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

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

______________________________ ______________________________

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

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

______________________________ ______________________________

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

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

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

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

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

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

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

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

____________________________________ ____________________________________

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

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: ______________________
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **258S/2025/26** and tender description: **PROVISION OF TRAVEL MANAGEMENT SERVICES FOR CITY OF CAPE TOWN** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: ____(Name of tenderer) that:

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

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

Date

Schedule F.11: List of Other Documents Attached By Tenderer

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	**Title of Document or Description (refer to clauses / schedules of this tender document where applicable)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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 tenderer (duly authorised)

Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

International Air Transport Association (IATA) accreditation requirement:

The tenderer must be IATA accredited. Proof in the form of a copy of the accreditation certificate must be submitted with tender submission valid at date of closing. The IATA accreditation certificate must be in the tendering entity's name.

The CCT reserves the right to request outstanding documentation post tender submissions from the tenderer for the above requirement. It is the responsibility of the tenderer to fully and accurately provide the requested information to enable the most favourable tender outcomes. Failure to submit this accreditation certificate at tender close or upon request will render the tender to be deemed non-responsive.

Information for Functionality Scoring:

TRANSITION IN PLAN
Provide a detailed Transition Plan for implementing the service without service interruptions and engagement with the previous TMC to ensure a smooth transition. The TMC must submit a Transition Plan that addresses the following required elements:

- Traveller profile changeover process
- Training for Travellers (in-person/ virtual)
- Data migration & setup
- Process & Policy Alignment
- Communication Strategy
- Transition Timeline

BOOKING PROCESS, ONLINE BOOKING TOOL AND AFTER-HOURS AND EMERGENCY SUPPORT
Provide a detailed narrative outlining the end-to-end booking process from request to confirmation, the online booking tool functionality and after-hours and emergency support covering the following elements:

Booking Process:
- Detailed narrative outlining the end-to-end booking process (from request to confirmation).
- Sample travel itinerary and confirmation document.
- Description of how multi-component bookings (flights, accommodation, car hire) are managed seamlessly.
- Turnaround time commitments (e.g. how long from request to booking confirmation).

Online Booking Tool:
- An overview of the product and its core functionality (include screenshots)
- How users access the tool (e.g. web-based via an internet browser, mobile access, or installed software)
- Whether any specific software, applications, or system requirements are needed
- Challenges or customer experience with the Tool

After-Hours and Emergency Support:
- Description of after-hours and emergency support structure (in-house or outsourced).
- Description of the escalation process flow with contact details or roles (no names required).
- Turnaround time commitments (response and resolution times)
- Evidence of current 24/7 service capability (e.g., call centre certification, screen shots of after-hours support portal, or client reference).

COMPANY EXPERIENCE
The tenderer must demonstrate experience providing travel management services in either the public or private sectors within the past five 5 years.

Tenderers must complete **Schedule F.13A**.

Scoring is based on the value of work completed and the duration of experience per client as provided in **Schedule F.13A**. An example on the scoring is provided under **2.2.1.1.5 Minimum score for functionality.**

CLIENT FEEDBACK
The tenderer must provide client reference letters that prove customer satisfaction with the provided travel management services in either the public or private sectors within the past five 5 years.

Reference letters must be submitted per client in the format prescribed in **Schedule F.13B** and must:

- Be signed by a responsible official of the client entity
- Contain full contact details
- Confirm the scope of work performed
- Confirm the duration of the work performed
- Assess performance against each listed performance area using the 1–5 rating scale

Scoring is based on the top 5 average scoring responsive reference letters provided. An example on the scoring is provided under **2.2.1.1.5 Minimum score for functionality.**

OFFICE MANAGEMENT
Key staff nominated for this project:

- Customer Liaison (Key Account Manager)
- Supervisor (Travel Management Consultant)
- Financial Controller (Financial Staff)
- After Hours Consultants

Tenderer to list the employees nominated for each of the staff positions or roles by completing **Schedule F.13C.** Copies of **Curriculum Vitae** for the employees listed in Schedule F.13C. must be provided.

ACCOUNT MANAGEMENT
Tenderer to demonstrate that they have processes and procedures in place pertaining to all aspects as listed below. Tenderers to provide detailed examples.

Amex Lodge Card

- Proforma Invoice
- Itemised billing

Bill Back Account

- Weekly Statement listing invoices.
- Invoice information:
  1. Unique reference number per invoice
  2. Invoice Date
  3. Travel Dates
  4. Travel Destination
  5. Transaction Fee
  6. Total invoice including VAT/Non-VAT
  7. 3rd party invoice attached.

MIS Report

- After hours' Report
- Client Feedback (Compliments & complaints)
- Open air tickets on hand
- Categories summary (spend & percentage)
- Spend per Service Provider
- Savings achieved
- Number of transactions per Service Provider
- Passenger spend.
- Upgrade of class of travel (air, accommodation and ground transportation)
- No show report
- Cancellation report
- Refund Log
- Invoice Age Analysis
- Tracking of City's carbon footprint for the city and the Traveller (where available)

Schedule F.13A: EXPERIENCE OF WORK CARRIED OUT BY THE TENDERER

The tenderer must demonstrate experience providing travel management services in either the public or private sectors within the past 5 years. Different client engagements should be listed in this schedule.

The value of work provided must reflect the total cost of all travel-related services, including airfare, accommodation, and any additional travel-related activities.

	Employer / Company		**Nature of work**	**Value of work (inc. VAT)**	**Date started**	**Date complete**
1.	Name of entity				____/______/_______	____/______/_______
	Contact Person					
	Tel					
	Email					
2.	Name of entity				____/______/_______	____/______/_______
	Contact Person					
	Tel					
	Email					
3.	Name of entity				___/______/_______	___/______/_______
	Contact Person					
	Tel					
	Email					

4.	Name of entity				____/______/_______	____/______/_______
	Contact Person					
	Tel					
	Email					
5.	Name of entity				____/______/_______	____/______/_______
	Contact Person					
	Tel					
	Email					

NOTE:
Failure to provide details as required in this form may result in the Bid Evaluation Committee not being able to verify and allocate scoring points to the tenderer.

Tenderer may append additional pages if required. Where more than five clients are listed in Schedule F.13A, only the top 5 responsive clients per section will be considered for evaluation.

_________________________________ _________________________________

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

Schedule F.13B: REFERENCES

ASSESSMENT OF TENDERER'S PAST PERFORMANCE BY INDEPENDENT REFERENCE

The tenderer must demonstrate experience providing travel management services in either the public or private sectors within the past 5 years.

Name of the Client Entity:						
Contact Person:						
Contact Number:						
Email Address:						
Description of Work/Projects:						
Contract Commencement Date:						
Contract Completion Date:						
Name of Tenderer:						
Your assessment of the Tenderer's performance in the following areas: Please tick one of the blocks on the righthand side:		**1**	**2**	**3**	**4**	**5**
Booking turn-around times						
Booking accuracy						
After-hours and emergency service response times						
Timely and accurate invoicing						
Error handling and related cost recovery						
Overall Customer Satisfaction						
1=Poor; 2=Unsatisfactory; 3=Average; 4=Good; 5=Excellent						
COMMENTS (optional):						
SIGNATURE OF THE CLIENT ENTITY REPRESENTATIVE:						

NOTE:
Failure to provide details as required in this form may result in the Bid Evaluation Committee not being able to verify and allocate scoring points to the tenderer. Where more than five reference letters are provided, only the top 5 responsive reference letters will be considered for evaluation.

________________________________ ________________________________

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

TENDER NO:

Schedule F.13C: OFFICE MANAGEMENT

Tenderer to indicate number of nominated key personnel available for each of the following staff positions and roles. Copies of **Curriculum Vitae** for the employees listed here must be provided.

One employee may NOT perform more than one role.

CUSTOMER LIAISON (KEY ACCOUNT MANAGER)

NAME

SUPERVISOR/TRAVEL MANAGEMENT CONSULTANTS

NAME

FINANCIAL CONTROLLER/FINANCIAL STAFF

NAME

AFTER HOURS CONSULTANTS

NAME

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

Date

Schedule F.14: Appeal Application

OFFICIAL RECEIPT
(Valid only if printed by official cash receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: ________________

DATE: ______________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

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Annexure G - Travel Volumes

Travel Volumes: Domestic and International travel
July 2024 - June 2025

July - December 2024

Travel Activites	Jul-24	Number of transactions	Aug-24	Number of transactions	Sept-24	Number of transactions	Oct-24	Number of transactions	Nov-24	Number of transactions	Dec-24	Number of transactions	Total Cost	Total Number of Transactions
Air Travel Domestic	R 155 411	57	R 142 349	44	R 151 067	58	R 206 098	69	R 231 204	82	R 23 671	8	**R 909 800**	**318**
Air Travel International	R 33 319	4	R 1 766 649	211	R 133 276	26	R 218 753	39	R 143 577	28	R 78 498	7	**R 2 374 073**	**315**
Domestic Accommodation	R 123 148	43	R 154 246	26	R 325 219	22	R 278 755	45	R 87 724	36	R 63 354	21	**R 1 032 447**	**193**
International Accommodation	R 51 600	1	R 1 043 350	17	R 45 818	8	R 385 286	14	R 119 170	4	-R 12 300	-1	**R 1 632 924**	**43**
Car Hire	R 12 582	17	R 9 377	13	R 11 032	10	R 40 990	29	R 29 664	39	R 14 213	14	**R 117 857**	**122**
Shuttles	R 7 800	3	R 5 100	3	R 0	0	R 1 300	1	R 0	0	R 0	0	**R 14 200**	**7**

January - June 2025

Travel Activites	Jan-25	Number of transactions	Feb-25	Number of transactions	Mar-25	Number of transactions	Apr-25	Number of transactions	May-25	Number of transactions	Jun-25	Number of transactions	Total Cost	Total Number of Transactions
Air Travel Domestic	R 66 046	26	R 175 675	68	R 234 713	71	R 232 537	91	R 108 733	48	R 143 209	55	**R 960 913**	**359**
Air Travel International	R 24 387	4	R 322 588	45	R 95 596	14	R 987 162	86	R 131 928	37	R 790 920	14	**R 2 352 581**	**200**
Domestic Accommodation	R 185 912	14	R 96 456	36	R 247 229	47	R 237 696	59	R 283 098	37	R 170 320	17	**R 1 220 710**	**210**
International Accommodation	R 0	0	R 259 547	8	R 54 640	2	R 587 924	29	R 124 700	5	R 80 400	5	**R 1 107 211**	**49**
Car Hire	R 1 987	3	R 14 794	19	R 20 237	22	R 21 762	21	R 26 496	21	R 14 118	19	**R 99 394**	**105**
Shuttles	R 0	0	R 0	0	R 1 500	1	R 0	0	R 365 072	24	R 98 600	10	**R 465 172**	**35**

Travel Activites	Total Cost	Total Number of Transactions
Air Travel Domestic	**R 1 870 713**	**677**
Air Travel International	**R 4 726 654**	**515**
Domestic Accommodation	**R 2 253 157**	**403**
International Accommodation	**R 2 740 135**	**92**
Car Hire	**R 217 251**	**227**
Shuttles	**R 479 372**	**42**
Grand Total	**R 12 287 281**	**1 956**

Annexure H

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

TRAVEL MANAGEMENT POLICY (POLICY NUMBER 11879)

REVISED AND APPROVED BY COUNCIL: 05 DECEMBER 2024 VIDE ITEM C35/12/24

Making progress possible. Together.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

DIRECTORATE: FINANCE

DEPARTMENT: EXPENDITURE

TRAVEL MANAGEMENT POLICY

TABLE OF CONTENTS

1. DEFINITIONS AND ABBREVIATIONS

For purposes of this policy, except where clearly indicated otherwise, the words set out below have the following meanings: -

1.1 DEFINITIONS

1.1.1 "Accommodation" means the rental of lodging facilities while away from the Traveller's place of residence on official duty.

1.1.2 "After-hours reservation" means a travel request that is processed after normal working hours by the Travel Management Company (TMC).

1.1.3 "Air travel" means travel by airline on official duty.

1.1.4 "Assets Insurance" means cover for declared assets belonging to the City against loss, damage or theft whilst travelling locally, nationally or internationally, on official duty.

1.1.5 "Boundaries of the City" means the boundaries as determined by the Demarcation Board.

1.1.6 "Business Class" means a section in an aircraft that is superior to economy class, intended especially for people travelling on business with upgraded amenities and seating.

1.1.7 "Car Rental" means the rental of a vehicle for a short period of time by a Traveller for official duty;

1.1.8 "City" means the City of Cape Town, a municipality established by the City of Cape Town Establishment Notice No. 479 of 22 September 2000, issued in terms of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), or any structure or employee of the City acting in terms of delegated authority;

1.1.9 "City Manager:, means a person appointed in terms of section 54A of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), and 'Accounting Officer' shall have the same meaning;

1.1.10 "Cost Containment" means measures implemented to curtail spending in terms of regulations applicable to Municipalities as implemented by National Treasury and the City's Cost Containment Policy;

1.1.11 "Council" means the Municipal Council of the City;

1.1.12 "Councillor" means a member of the Council;

1.1.13 "Day"means a completed period of twenty-four hours away from normal place of domicile and employment on official duty of the City;

1.1.14 "Delegated Authority" means any person who has been appointed in terms of the City's System of Delegations to authorise travel in respect of travel requests and expenses and shall include any person acting in that position;

1.1.15 "Dietary Restrictions" is a limitation on what a person can eat due to religious or medical requirements;

1.1.16 "Domestic Travel" means travel within the borders of the Republic of South Africa;

1.1.17 "DOT Tariffs" means the quarterly Department of Transport Tariffs issued for the use of MotorTransport:

i) For Officials, Category A (Petrol) is used and the tariff is calculated by adding Columns "Subsidized Scheme A" (fuel) and "Subsidized Scheme C" (maintenance) together to determine the rate perkm.
ii) For Councillors, Category A (Petrol) is used and the tariff is reflected in the Column "Private"

1.1.18 "Economical" means receiving good value or return in relation to the price, time, or travellercomfort whiletraveling on officialbusiness;

1.1.19 "Economy Class" is a class of travel in an aircraft, providing less luxurious accommodation than first class, business class or premium class , at a lower fare, with limited flexibility in terms of changes and cancellations;

1.1.20 "Executive Director" means a person appointed by the City to lead a Directorate of the City and shall include any person acting in that position;

1.1.21 "Executive Mayor" means the Executive Mayor of the City elected in terms of Section 55 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);

1.1.22 "EMT" means the Executive Management Team, which consists of the City Manager and those City Officials who serve together as the Top Management Committee of the City's administration;

1.1.23 "Emergency Travel" means the booking of travel when unforeseen circumstances necessitate an unplanned trip or the deviation of a planned trip and this includes deployment of City staff that assist in emergencies (i.e. disasters, floods, fire, search & rescue, etc.);

1.1.24 "Executives" means Executive Mayor, Mayoral Committee Members (Mayco), the Speaker, Chief Whip, City Manager and EMT;

1.1.25 "Full or Premium Economy" is a class that offer seats with extra space and generous legroom for travelling comfort with the flexibility of fare changes free of charge;

1.1.26 "General Insurance Fund" means the Internal Insurance Reserve Fund established by the City, in order to implement a scheme of self-insurance, by providing cover in respect of the City's insurable interests;

1.1.27 "Incidental" means any minor as well as unforeseen expenses associated with business travel;

1.1.28 "IDP" means the Integrated Development Plan of the City;

1.1.29 "International Travel" means to travel to a location outside of the territorial boundaries of the Republic of South Africa;

1.1.30 "Mayoral Committee" means the Committee appointed by the Executive Mayor, in terms of Section 60 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), abbreviated to Mayco;

1.1.31 "MFMA" means the Local Government: Municipal Finance Management Act, Act 2003 (Act No. 56 of 2003), and the Regulations promulgated in terms thereof;

1.1.32 "Place of work" means the place where principal duties of the Traveller are performed;

1.1.33 "Private Individual" means any person (Interviewee, Consultant, Guest to the City etc.) not employed by the City who is requested to travel at the City's expense on behalf of the City;

1.1.34 "Official" means:

a) an employee of a municipality or municipal entity;
b) a person seconded to a municipality or municipal entity to work as a member of the staff of the municipality or municipal entity; or
c) a person contracted by a municipality or municipal entity to work as a member of the staff of the municipality or municipal entity otherwise than as an employee (i.e. political appointee);

and excludes an Accounting Officer as defined in the MFMA.

1.1.35 "Sponsored Travel" means a trip where another Organisation or Third Party, sponsors the total cost, or a portion thereof;

1.1.36 "Subsistence Allowance" means an allowance given to an Official or a Councillor in respect of incidental & meal costs;

1.1.37 "System of Delegations" means the City's System of Delegations as contemplated in Section 59 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) in terms of which a Municipal Council must develop a system of delegations that will maximise administrative and operational efficiency and provide adequate checks and balances and is approved and amended by Council from time to time;

1.1.38 "Travel" is any business trip carried out locally, nationally or internationally on behalf of the City;

1.1.39 "Traveller" means any Councillor, or Official or a Private Individual travelling for official business on behalf of the City;

1.1.40 "Travel Authorisation Number" means a sequential number issued by the Travel Management Office to the Traveller to enable the Traveller to make travel bookings with the TMC;

1.1.41 "Travel Allowance" means an allowance paid by the City to a Traveller for the use of their own private motor vehicle for official business purposes;

1.1.42 "Travel Booker" means the person from Line Departments coordinating travel reservations on behalf of the Traveller;

1.1.43 "Travel Expenses" means expenses incurred by the Traveller while away on an official business trip;

1.1.44 "Travel Insurance" means cover for Travellers for risks ranging from minor inconveniences such as delayed or lost luggage, cancelled flights, to more serious issues including injuries, illness or unexpected medical expenses whilst travelling locally, nationally or internationally, on official duty;

1.1.45 "Travel Management Company" means a Service Provider or Travel Agent appointed to manage all travel arrangements for the City;

1.1.46 "Travel Management Office" means the Office that coordinates the travel functions within the City;

1.1.47 "Travel Voucher" means a document issued by the Travel Management Company to confirm the reservation or payment of any travel arrangements;

1.1.48 "VIP Services" means Protection Security Services to the Executive Mayor, Mayco Members, the Speaker and the Chief Whip. This also includes any other City Official as and when required.

1.2 ABBREVIATIONS

1.2.1	"B&B"	-	Bed & Breakfast
1.2.2	"DOT"	-	Department of Transport
1.2.3	"Mayco"	-	Mayoral Committee Members
1.2.4	"NT"	-	National Treasury
1.2.5	"SARS"	-	South African Revenue Services
1.2.6	"IRP"	-	International Relations Policy
1.2.7	"TMC"	-	Travel Management Company
1.2.8	"GIF"	-	General Insurance Fund

2. PURPOSE

2.1 The purpose of this policy is to provide a regulatory framework for travelling and associated accommodation services for the City and to create minimum norms and standards for Travellers while on official business both domestically and internationally.

2.2 Further, this policy aims to establish procedures that will ensure effective control over the processing, administration and authorisation of travel expenditure as well as containing costs at all times.

3. PROBLEM STATEMENT

3.1 Travellers, from time to time, travel locally and internationally on official business hence the need for the development, implementation and monitoring of a Travel Management Policy.

3.2 Measures associated with cost containment and financial prudence must be maintained at all times.

4. DESIRED OUTCOMES

4.1 The City is committed to implementing an effective travel management system, in line with the various legislative frameworks promoting cost containment, efficient utilisation of public resources and accountable financial management practices.

4.2 To enable travel where circumstances require it through a policy framework for consistent decision-making.

4.3 To provide a mechanism to ensure cost effective and sustainable travel.

4.4 To prevent any unauthorized, irregular, fruitless and wasteful expenditure.

5. REGULATORY FRAMEWORK

This Policy is developed and guided by amongst others the following Legislation and Regulations:

- Local Government: Municipal Finance Management Act,2003 (Act No. 56 of 2003)(MFMA)
- National Treasury Regulations, Circulars and other Publications affecting travel in terms of the MFMA
- Transport Tariffs as determined by the Department of Transport
- Income Tax Act, 1962 (Act No. 58 of 1962)
- SARS Interpretation Notices, Income Tax Notices and Government Gazettes
- City of Cape Town's System of Delegations
- National Travel Policy Framework
- City's Cost Containment Policy

6. STRATEGIC ALIGNMENT

The City's Five Year IDP (2022-2027) identifies six priorities and three foundation areas, which support the vision of creating a City of Hope and provide a solid foundation for the articulation of service delivery. The priorities and foundation areas are:

Priority:
1. Economic Growth;
2. Basic Services;
3. Safety;
4. Housing;
5. Public Space, Environment and Amenities; and
6. Transport.

Foundation:
1. A resilient City;
2. A more spatially integrated and inclusive City; and
3. A capable and collaborative City government.

The City has identified linked objectives and programmes within the above areas.

This Policy supports the following priority or foundation area, objective and programme:

Foundation 16:
A capable and collaborative city government, which is modernised, financially healthy, administratively efficient, innovative and future-focused.

A city government that empowers residents to contribute to decision making and is a collaborative and reliable partner to other government entities, residents and businesses in addressing persistent urban challenges. A city government that consistently fights to have needs of residents met, even when the responsibility to meet those needs rests with the national or provincial government or a state-owned enterprise.

7. ROLE PLAYERS AND STAKEHOLDERS

7.1 The principal role player i s the Traveller, travelling on official business on behalf of the City.

7.2 The City's Finance Directorate is responsible for administering this Policy. All Directorates are responsible to ensure consistent adherence to this Policy and that appropriate as well as cost effective travel is being enabled.

7.3 There is a wide range of existing and potential external Stakeholders. These range from Departments and Agencies, amongst others, in other spheres of Government, that have a role to play in monitoring the City's activities and finances that would be affected by this Policy.

8. APPLICATION OF THE POLICY

8.1 This Policy is applicable to:

i) Any Councillor or Official of the City required to travel on official duty;
ii) Any prospective Employee required to travel at the City's expense to attend interviews or for any other City related purposes; and
iii) Any Private Individual who is required to travel to or on behalf of the City on official duty.

8.2 This Policy is not applicable: -

Where Councillors or Executives incur expenses related to entertainment and the giving of gifts. These expenses are dealt with in terms of other City approved Policies.

9. TRAVEL RESTRICTIONS

9.1 The number of Officials and Councillors attending the same conference or event should not exceed three in total.

9.2 This limitation does not apply to training or conferences or workshops where Continuing Professional Development (CPD) points are earned. However, for such training or conferences or workshops due care must be taken to ensure costs are kept at a minimum and staff rotation occurs and attendance of such training or conferences or workshops is for approval by the Delegated Authority.

9.3 In instances where emergency deployments, as referred to in clause 1.1.23, are required, the Delegated Authority can consider the approval of more than three (3) Travellers for emergency travel.

9.4 Communication and data costs, limited to R1000 per trip, can only be claimed by Executives or Officials accompanying an Executive, unless otherwise approved by the Delegated Authority. This includes phone itemised billing costs (i.e. phone calls, sms, data, faxes etc.), international usage and any other additional forms of communication.

10. GENERAL PRINCIPLES

10.1 For travel inside the boundaries of the City, a travel report is only required if there are costs related to registration or attendance fees for an event. All travel outside the boundaries of the City requires a travel report and should reflect all cost involved including insurance requirements. The same shall apply for sponsored travel.

10.2 Prior to considering the approval and City funding of any travel, the Delegated Authority must consider whether a trip is necessitated, such consideration may include the following:

i) The Official undertaking travel is the most appropriate City representative(s), given the purpose of the travel and availability of Officials at the time;
ii) Whether the proposed travel is in the interest of the City; and
iii) Whether the same objectives could be met through virtual attendance (e.g. video-conferencing).

10.3 A post travel report is required for submission to the Delegated Authority, for the purpose of providing feedback on the travel and evidence of the benefit to the City.

i) For Domestic trips, the report must be submitted within 21 working days.
ii) For international trips, the report must be submitted to the City's International Relations Office within 30 working days.

10.4 The City's Corporate Insurance Office purchases an independent Travel Insurance Policy whereby Travellers will be covered for Travel Insurance whilst travelling on official business. The City's Corporate Insurance Office can be contacted for any queries relevant to the Travel Insurance Policy. This Insurance cover (documents, etc.) will be administrated by the Travel Management Office.

10.5 Where Travel Insurance will be covered by a Sponsor, the Traveller will also be covered by the City's Travel Insurance.

10.6 In compliance with the City's Supply Chain Management Policy, a TMC must be appointed to manage the City's travel business and to procure cost-effective flights, accommodation, car rental and shuttle services.

10.7 National Treasury (NT) issues Regulations, Circulars and other Publications from time to time guiding Municipalities on measures to contain operational costs, including travel matters. Municipalities are expected to adhere to these measures and only the TMC is permitted to make travel bookings on behalf of the City in line with these provisions and the City's Travel Management Policy.

10.8 The TMC shall be liable for any expenses incurred on behalf of the City in respect of which no proper authorisation was obtained.

10.9 Upon approval by the Delegated Authority, personal travelling may be combined with a business trip if it does not lead to additional expenditure for the City or impair on the work performance of the Traveller. Private arrangements can be made in respect of reservations/payments directly with the TMC (i.e. flight extension date, additional accommodation, extended car rental period, extra baggage etc.). However, the City will not be responsible for any of such additional cost.

10.10 The City will reimburse the Traveller for all business-related expenses personally incurred by the Traveller while travelling on behalf of the City for both Domestic and International trips.

10.11 The Traveller must safeguard City information and City assets while travelling and must avoid compromising that security. The City's General Insurance Fund (GIF) covers declared assets only. Any claim or incident for loss, damage or theft to these assets will be subject to the GIF Policy wording, terms and conditions. The City's Corporate Insurance Office can be contacted for any queries relevant to the GIF Policy.

10.12 The Traveller should maintain personal travel documents such as a passport. The cost of obtaining a passport is for the Traveller's own account.

10.13 The Traveller should endeavor to use the most economical mode of transport at all times, for both Domestic and International trips.

10.14 Where possible and permissible Travellers are encouraged to first consider the use of the City's fleet vehicles when travelling on official business. Where fleet vehicles are used, no claims shall be paid, except for unforeseen circumstances, such as breakdowns and parking. It must be noted that Total Cost of Employment (TCOE) employees may not use fleet vehicles.

10.15 In support of the City's responsibilities to address climate change, statistics on the carbon-footprint of travel activities (if available) should be recorded by the Travel Management Office.

10.16 All travel advisories must be adhered to and the Traveller must familiarize themselves with all health requirements for the Country being visited.

10.17 Travellers must check the validity of their passport to ensure that it is still valid for more than 6 months after the intended return date. This includes the visa requirements for the Country being visited.

10.18 It is advised that Executives travelling as a group be booked on separate flights, to minimize any potential negative impact on the City if the group were to become unreachable, due to catastrophic events.

11. SPONSORED TRAVEL

11.1 Where a trip is sponsored, the travel arrangements will be as per the Sponsors conditions. However, the trip should still be declared and approved by the Delegated Authority.

11.2 If the Sponsor changes or cancels the booking arrangements after the initial travel report was authorised and before the trip takes place, an amended travel report must be forwarded to the Delegated Authority indicating such amendments to reflect that there is departmental budget available to support the amended travel arrangements.

11.3 A Traveller may travel Business Class, if the Sponsor is prepared to pay the flight costs, provided that this is declared in the travel report and approved by the Delegated Authority.

11.4 In instances where the City is required to pay upfront for the sponsored cost and receive a reimbursement from the Sponsor, the trip must be declared and approved by the Delegated Authority. The cost should reflect under both sections in the Financial Annexure, under "sponsored cost & cost to the City".

i) It is the responsibility of the Traveller to ensure that the reimbursement is received from the Sponsor within a four-month period after return date. The Traveller will be held liable if the refund is not received from the Sponsor.

11.5 Sponsored accommodation may be accepted provided that it is declared in the travel report and approved by the Delegated Authority.

i) This includes 5 star-grading accommodation.
ii) In stances where an Official or a delegation of Officials accompany an Executive, the Delegated Authority can approve the accommodation request at the same Hotel where the Executive is booked, irrespective of the star grading.

11.6 Travellers must ensure that they complete the Declaration of Sponsorship Form for Officials or Councillors to declare the sponsored activities.

11.7 Each Executive Director must ensure that measures in terms of the City's Cost Containment Policy are strictly adhered to.

11.8 Where special circumstances exist, which necessitate a Deviation from the above principles, prior approval of the Delegated Authority is required.

12. AIR TRAVEL (DOMESTIC & INTERNATIONAL)

12.1 General

12.1.1 Within the bounds of NT Circulars, Guidelines and other Publications, the City seeks to ensure that the most economical options for flights are chosen, using the NT negotiated deal code rates and discounted economy class (best fare on the day) where possible.

12.1.2 For international trips the comparison of more expensive direct flights from Cape Town versus cheaper indirect flights must always be performed, to ensure flexibility and comfort enabling the Traveller to arrive refreshed and prepared to conduct business effectively, especially when travelling across time zones.

12.1.3 In cases where discounted economy class tickets are not available, special authorisation is required from the Delegated Authority to book full economy tickets.

12.1.4 Where travel is for Executives, full economy tickets can be considered to ensure flexibility of flights and the Traveller's ability to conduct business effectively.

12.1.5 The Delegated Authority can consider travelling to take place a day before the event where Travellers have to attend an early morning meeting.

12.1.6 For international trips, the City makes use of all airlines where the most economical airline is chosen on quotation basis. Consideration may also be applied where the more expensive flight option may be chosen considering the Traveller's ability to arrive refreshed and prepared to conduct business effectively. A motivation as to why this is the most economical option must be included in the travel report.

12.1.7 Business Class is not encouraged, however, the Delegated Authority may consider this option for Executives who travel internationally, as referred to in clause 12.1.2 & 12.1.6.

12.1.8 Business Class for international trips and Full Economy Class for domestic travel may also be approved by the Delegated Authority under the following scenarios including amongst others: -

i) Disabled persons or Travellers with special needs based on medical grounds. The Traveller must declare the condition in the travel report for consideration and approval by the Delegated Authority.

ii) Disabled persons can be accommodated in Business Class upon approval by the Delegated Authority.

- Where Economy Class tickets are not available, Travellers are not allowed to book Business Class unless otherwise approved by the Delegated Authority, where it has been confirmed that the permitted airline class was full and no other applicable flights are available.

12.2 Amendments to Air Tickets

12.2.1 Travellers should limit the number of amendments to air tickets.

12.2.2 If exceptional unforeseen circumstances necessitate a change to a booking and it has cost implications, it must be authorised by the Delegated Authority in writing before the time.

12.2.3 The costs incurred as a result of amendments requested by a Traveller for his or her convenience or lack of planning will be for the Traveller’s personal account.

12.2.4 The costs of amendments as a result of revised business requirements or any other circumstances outside the Traveller's control will be incurred by the relevant Line Department.

12.3 Baggage Allowance

12.3.1 The reimbursement of excess baggage is subject to the Traveller obtaining pre-approval from the Delegated Authority for exceeding the baggage allowance due to a valid business reason.

12.4 Denied Boarding Compensation

12.4.1 Travellers are discouraged from volunteering to be bumped-off flights for compensation. If a Traveller volunteers to be bumped-off a flight, it is considered that the Traveller is extending the travel time for personal reasons and is then personally responsible for all expenses that result from the extended trip.

12.4.2 Should the Traveller receive any vouchers being issued by the Airline, in this regard (for a free ticket), it should be declared and applied for business travel.

13. ACCOMMODATION AND MEALS (DOMESTIC AND INTERNATIONAL)

13.1 Accommodation

13.1.1 When sourcing accommodation, the City must use options that are equal to or lower than NT rates set for Domestic Hotel Accommodation, depending on the allowable star-grading and the most economical accommodation option. This include Guest Houses or Bed and Breakfast accommodation options (3 or 4-star grading).

13.1.2 Where accommodation at a 5-star Establishment is deemed suitable, the Delegated Authority may consider it for approval.

13.1.3 In line with NT agreements with Hotels, TMCs must obtain quotes from these hotels. However, it is not necessarily limited to these Hotels as accommodation depends on availability, locality and rates, which could be lower. Cost containment must remain a key principle.

13.1.4 The Delegated Authority may approve accommodation costs that exceed an amount as determined from time to time by the NT through a notice only:

i) during peak holiday periods; or
ii) when major local or international events are hosted in a particular geographical area that results in an abnormal increase in the number of local or international guests in that particular geographical area.

13.1.5 Overnight accommodation may only be booked where the return trip exceeds 500 kilometers unless otherwise approved by the Delegated Authority.

13.1.6 When an event exceeds one day and where the travel does not exceed 500 km's per day, the Delegated Authority may authorise overnight accommodation, should such alternative result in the most suitable (reasonableness applies) outcome for the attendee.

13.1.7 Accommodation vouchers cannot be redeemed for cash. It must be declared and utilised for business travel.

13.1.8 Any alcohol items will be for the Traveller's own account.

13.2 Private Accommodation

13.2.1 Travellers who choose to make use of private accommodation (staying with family or friends) will be compensated at the fixed subsistence allowance amount for each night at SARS rates, as per Section 8 (1) of the Income Tax Act, 1962 (Act No. 58 of 1962).

13.3 Meal Expenses

13.3.1 The City is responsible for meal expenses for Travellers for the duration of their official trip. If meals are provided at the event and the Traveller opts to procure meals at their own expense, the meal cost will be for the Traveller's own account.

13.3.2 If the Traveller has specific dietary restrictions, it is the Traveller's responsibility to declare it to the travel agent or event organizer. If the event does not cater for the dietary requirements, the City will consider reimbursing the Traveller for out of pocket expenses.

13.3.3 Meals will be compensated at the fixed SARS rate for subsistence allowances, as per Section 8 (1) of the Income Tax Act, 1962 (Act No. 58 of 1962).

13.3.4 Any alcohol items will be for the Traveller's own account.

13.4 No-Shows and Cancellations

13.4.1 If the Traveller does not check in at a Hotel or B&B without any prior notification to the Hotel or B&B, any no-show costs charged will be recovered from the Traveller.

13.4.2 It is the Traveller's responsibility to provide a valid reason for the no-show and approval must be sought from the Delegated Authority and the Traveller Management Office must be informed.

14. VEHICLES (DOMESTIC AND INTERNATIONAL)

14.1 Hiring of Vehicles

14.1.1 A Traveller must be in possession of a valid driver's license when hiring a rental vehicle.

14.1.2 The hiring of rental vehicles is not permitted for private individuals travelling on behalf of the City.

14.1.3 The hiring of a vehicle on an international trip is not permitted, except for countries neighbouring South Africa and where the Traveller is in possession of an appropriate driver's license.

14.1.4 A Traveller must hire vehicles from Group B or an equivalent class.

14.1.5 The hiring of larger vehicles is permitted under the following cases upon approval of the Delegated Authority: -

i) Travellers traveling in groups of five (5) or more may hire a larger vehicle than allowed for in Group B;
ii) When extra luggage must be accommodated; or
iii) To cater for the special needs of Travellers.

14.1.6 The most suitable vehicle can be arranged for persons living with disabilities who are only able to drive a particular type of vehicle or those in possession of a valid driver's license restricted to automatic vehicles. A motivation must be included in the travel report.

14.1.7 When Travellers hire a vehicle for business, the vehicle cannot be used for private purposes.

14.1.8 If the Traveller extends his/her stay for personal reasons, the charges will be for the Traveller's personal account. The TMC and Car Rental Company must be informed of the arrangement and the car must be returned. The Traveller must enter into a separate rental agreement for the period of private travel for personal usage.

14.1.9 The Traveller must only book a rental vehicle for the actual time period required for while on official business as the Car Rental Companies charge a full daily rate for a 24-hour cycle or part thereof.

14.1.10 The Traveller will be held responsible for additional charges (i.e. late return, fines etc.) linked to the hire of the vehicle, unless otherwise approved by the Delegated Authority.

14.1.11 For Car Rental Inspections, the Traveller must verify and complete the Quality Check Card prior to leaving the car rental premises, both on collection and return of the rental vehicle.

14.1.12 The Traveller must ensure that all scratches, chips, dents and windscreen cracks are marked on the card and signed-off by the Traveller and Car Rental Attendant, both on collection and return of the rental vehicle.

14.2 Private Vehicles used by Travellers

14.2.1 The boundaries of the City shall be used to determine payment for travel outside the City's boundaries by means of private transport for Officials who are:

i) in receipt of a fixed transportation allowance, or;
ii) where such an allowance has been factored into the total cost of employment package of the Official concerned.

14.2.2 These Officials will be reimbursed in accordance with Department of Transport: Tariffs for the use of motor transport.

14.2.3 Employees who are not in receipt of a travel allowance shall be reimbursed according to the latest prescribed SARS km tariff, calculated from their place of residence or the office (where the trip started from the office).

14.2.4 Employees who are in receipt of an Essential User Transport Allowance shall be reimbursed in accordance with Department of Transport: Tariffs for the use of their vehicles. The travelling distance shall be calculated from their place of residence minus the kilometers for the trip from home to their office.

14.2.5 Councillors using private transport outside the boundaries of the City shall be reimbursed in accordance with Department of Transport: Tariffs for the use of their vehicles.

14.2.6 A Traveller who uses private transport to conduct business on behalf of the City shall be paid the lower of the following: -

i) A cash equivalent of the avoided air ticket cost, which would have been paid in the event of air travel being the most economical and practical means of transport plus any hired vehicle/shuttle charge to get to the Traveller's destination; or
ii) The actual cost per kilometer in accordance with DOT: Tariffs for the use of own vehicle.

14.3 Shuttle and Transfer Services

14.3.1 Travellers mustmake use of shuttle services if the cost of such a service is lower than the cost of hiring a vehicle. The comparison must take into account the petrol costs, distance and the cost of parking.

14.3.2 Prior written permission, must be obtained from the Delegated Authority for Travellers, to be collected from their place of residence and transported to and from Cape Town International Airport. This excludes cases where VIP services have been provided for Mayco Members.

15. AMENDMENTS AND CANCELLATIONS TO TRAVEL RESERVATIONS

15.1 In the event that the Traveller makes any amendments to an authorised trip prior to the commencement thereof, the necessary approval must be sought from the Delegated Authority.

i) The Traveller must submit a signed Addendum with the necessary supporting documents to the Travel Management Office.
ii) It is the responsibility of the Traveller to contact the Travel Management Company and request the amendments to the travel bookings.

15.2 These amendments may include amongst others the following:-

i) Period of stay;
ii) Additional accommodation;
iii) Inclusion of hired or chauffeur driver vehicles;
iv) Dates of air tickets;
v) Amendments in amount; or
vi) Name changes of Traveller's (i.e. new Traveller added etc.).

15.3 If amendments are known prior to the commencement of a trip which have financial implications in excess of 20% of the initial amount authorised for the trip, an addendum explaining the reason for the amendments and cost implications thereof must be prepared by the Traveller prior to the commencement of the trip, for approval by the Delegated Authority.

15.4 In instances where such amendments are only known once the trip has been completed, an addendum must be done after the event.

15.5 Should a Sponsor cancel an authorised sponsored trip where travel bookings have been made and was paid for upfront by the City, the Line Department must recover the costs from the Sponsor.

16. SUBSISTENCE ALLOWANCES (DOMESTIC AND INTERNATIONAL)

16.1 Domestic Travel

16.1.1 Subsistence Allowances for domestic trips will apply when Travellers are away from their office of employment on official business and spend at least one night away from his/her place of residence and will be paid for incidental costs in accordance with SARS rates per night.

16.1.2 If the Traveller makes use of private accommodation (staying with Family/Friends) while on an official trip, he/she will receive a Fixed Allowance as determined by SARS for meals and incidental costs.

16.2 International Travel

16.2.1 A subsistence allowance for an international trip may apply when a Traveller spends at least one night away from his/her place of residence and will be calculated based on SARS rates for the applicable country per day. The allowance may be claimed irrespective of whether meals are provided.

16.2.2 Should a Traveller receive a subsistence allowance/stipend as part of their sponsored trips which is equal to or higher than the prescribed allowance, the Traveller shall not receive any allowance from the City.

16.2.3 If the subsistence allowance/stipend paid by the Sponsor is lower than the prescribed allowance, the Traveller may receive the difference from the City.

17. MISCELLANEOUS EXPENSES (DOMESTIC AND INTERNATIONAL)

17.1 Expenses incurred while travelling on official business, may be claimed by the Traveller on production of proof of expenditure and justification that such expenditure was necessary in relation to the trip.

17.2 Examples of valid expenses are—

i) Laundry costs;
ii) Parking or bus fares;
iii) Transport costs to and from official meetings;
iv) Visas (for the shortest available period); or
vii) Inoculations or vaccinations.

18. CONFERENCE FEES (DOMESTIC AND INTERNATIONAL)

Refer to the requirements in the City's Cost Containment Policy.

19. SPECIFIC CONSIDERATIONS FOR TRAVEL OF COUNCILLORS

19.1 Intent

All travel shall be informed by City needs and the value-add to the City first and foremost. Furthermore, City needs shall primarily be motivated by the City's Strategic International Relations Policy. Finally, due regard must be given to National Treasury Circulars encouraging Municipalities to reduce spending on unnecessary trips and travel.

19.2 Domestic Travel

19.2.1 Except in instances where Delegated Authority exists, the Chief Whip bears responsibility for noting of domestic travel by Councillors and advising where necessary. The Executive Mayor bears responsibility for final approval of domestic trips.

19.2.2 In respect of Political Appointees, as referred to in clause 1.1.34, except in instances where Delegated Authority exists the Executive Mayor bears responsibility for final approval of domestic travel.

19.2.3 A trip serves the purpose of adding value to the work of the Councillor for the City as it pertains to the Councillor's portfolio.

19.2.4 A trip serves the purpose of providing training that empowers the Councillor in his/her portfolio or duties for the community.

19.2.5 Local trips shall be applied for by: -

- i) Direct application, through the Office of the Chief Whip, by Councillor's motivating for a trip;
- ii) Per invitation received by the City and any of its departments calling for City representatives; or
- iii) Nomination by Party Caucus Leaders or Whips.

19.2.6 Trip nominees shall be considered for travel for the purposes of work pertaining to portfolios by: -

- i) The Chief Whip who will consult with the relevant stakeholders of the Portfolio to assess the value-add of the trip;
- ii) If an invitation has been made to the City, first preference will be given to the chair or an appropriate nominee of the relevant committee if the City is not being represented by the relevant Mayco member; and

iii) The number of Councillors should be sufficient to allow for the work pertaining to portfolios to be undertaken. Cost containment must remain a key principle.

19.2.7 Trip nominees shall be considered for travel for the purposes of training pertaining to duty as a Councillor by: -

i) Caucus leaders will make an application through the office of the Chief Whip nominating caucus members for training;
ii) Councilors will directly apply through the Chief Whip's office when an invitation for training is received;
iii) The Chief Whip will consider whether a Councillor has had the opportunity to travel before when considering applications to travel for training purposes, with preference given to Councillor's who have not had the opportunity to travel before;
iv) All training opportunities must have demonstrative value-add for the Councillor's work;
v) No more than three (3) Attendees (Councillor's) shall be permitted to attend training unless a greater number of Attendees need to attend to earn Continuing Professional Development points. Cost containment must remain a key principle; and
vi) Where travel relates to training, the Chief Whip, will be required to consult with the Chairperson of the Leadership and Development Portfolio Committee and possibly the entire Committee as this impact on their mandate and responsibilities.

19.3 International Travel

19.3.1 International travel will only be for the purposes of the relevant committee-specific work and, as such, will mostly be limited to Mayco members, who bear political responsibility for portfolios on behalf of the Executive Mayor or, in their absence, committee chairpersons or a nominee of the Executive Mayor.

19.3.2 The Chief Whip bears responsibility for noting of international travel by Councillor's and advising where necessary. The Executive Mayor bears responsibility for final approval of international trips.

19.3.3 In respect of Political Appointees, as referred to in clause 1.1.34, the Executive Mayor bears responsibility for final approval of international travel.

19.3.4 International Travel shall be measured against the following criteria: -

i) A trip serves the purpose of adding value to the work of the Councillor or the City as it pertains to the Councillor's portfolio; and
ii) No more than three (3) Attendees (Councillors) shall be permitted to attend training unless a greater number of Attendees need to attend to earn Continuing Professional Development points. Cost containment must remain a key principle.

19.3.5 International trips shall be applied for by: -

i) Direct application, through the Office of the Chief Whip, by Councillor's motivating for a trip;
ii) Per invitation received by the City and any of its departments calling f or City representatives; and
iii) Nomination by party caucus leaders or whips.

19.3.6 Trip nominees shall be considered for travel for the purposes of work pertaining to portfolios by: -

i) Consultation by the Executive Mayor with the relevant MayCo member and stakeholders of the portfolio to assess the value-add of the trip;

ii) If an invitation has been made to the City, first preference will be given to the chair or an appropriate nominee of the relevant committee if the City is not being represented by the relevant Mayco member or the Executive Mayor; and
iii) The number of Councillor's should be sufficient to allow for the work pertaining to portfolios to be undertaken. Cost containment must remain a key principle.

19.4 Representation by City Officials

19.4.1 Where appropriate, Officials will support Councillor's on local and international trips if approved by the relevant Delegated Authority and City Manager, in line with the System of Delegations.

19.4.2 Officials will accompany Councillor's on trips where a representative from the administration is required for support as a representative of the City.

19.4.3 Due regard will be given to reducing unnecessary expenditure and reducing unnecessary travel by the relevant Delegated Authority and the City Manager.

20. MONITORING AND EVALUATION

20.1 This policy is important for the financial compliance of the City as it provides a framework to guide administrative processes for the management of travel within the City.

20.2 Directorates are responsible to ensure consistent monitoring and evaluation of this Policy in order to assess whether appropriate and cost effective travel is being enabled.

21. COMMENCEMENT AND REVIEW

21.1 This Policy is effective from the date on which it is approved by Council and will be reviewed every five (5) years.

21.2 If any legislation is enacted or amended that conflict with any part of this Policy, such legislation will take precedence and will initiate the review process of this Policy.

21.3 Any amendments to this Policy must be submitted to Council for review and approval.