

RFQ NO. RFQ 010/2025

REQUEST FOR FORMAL QUOTATION FOR THE COMPILING OF A COMPETITOR'S ANALYSIS

(RETURNABLE DOCUMENT)

NAME OF BIDDER:	
TOTAL BID PRICE (INCL. VAT) <i>(Refer to page 50):</i>	
B-BBEE LEVEL CLAIMED:	
LOCALITY POINTS CLAIMED:	

APPROVED AND ISSUED BY:

ZANDA VAN ROOYEN

SUPPLY CHAIN MANAGER: CAPE TOWN INTERNATIONAL CONVENTION CENTRE COMPANY(RF) SOC (LTD)

MAY 2025

PHYSICAL ADDRESS – CTICC 1:

1 LOWER LONG STREET, CONVENTION SQUARE, FORESHORE,
CAPE TOWN

PHYSICAL ADDRESS – CTICC 2:

CORNER OF HEERENGRACHT AND RUA BARTHOLOMEU DIAS,
CONVENTION SQUARE, FORESHORE, CAPE TOWN

POSTAL ADDRESS:

PO BOX 8120, ROGGEBAAI, 8012

CONTEXTUALISING THE CTICC

The CTICC is a leading convention centre in South Africa and on the African continent that hosts international, national and regional conferences, exhibitions, trade fairs, banquets, special events, film and photo shoots and other events. As a knowledge hub where people meet, collaborate, innovate and find solutions, the CTICC's commitment to client centricity, service excellence and sustainability has ensured the retention of its 5-star tourism rating, along with seven recent coveted industry awards.

Since opening its doors 21 years ago, the Centre has impacted lives by creating economic opportunities. It is a catalyst for social change, stimulates significant economic growth and job creation in the province and is recognised as an invaluable contributor to the sustainable development of the City of Cape Town, the Western Cape and South Africa.

The CTICC's business success is sustained through consistent service standards and effective cost management, underpinned by its commitment to tangible and measurable Environmental Social Governance (ESG) principles, while creating extraordinary client and guest experiences.

The CTICC's revised purpose, vision and mission include:

- Accelerating economic prosperity, opportunity, inclusivity, creativity, and innovation
- Contributing to enabling Africa's smartest community of creativity, opportunity, sustainability, and excellence
- Establishing an integrated smart hub model that unlocks innovation, collaboration, and transformation, creating opportunity for all.

The CTICC's new value proposition drives the progress and future of the Centre and can be summarised as follows: "The long-term sustainability of the CTICC will be in providing consistent quality services and being socially relevant by intentionally facilitating, supporting or managing programmes, projects or activities that benefit society."

During the 2023/2024 financial year, the CTICC contributed positively to the national and provincial economies. Its contribution to the South African Gross Domestic Product (GDP) was R6.9bn, while the Western Cape Gross Geographic Product (GGP) was R6.5bn. Since the CTICC opened its doors in 2003, it has contributed R66.9bn to the GDP and almost R58bn to the GGP. On top of this, the CTICC created or sustained nearly 13 000 jobs nationally in the 2024 financial year. During the same period, 97.7% of total procurement was spent on locally based service providers, of which 54% were women-owned enterprises

As a municipal entity, the CTICC is also committed to implementing procurement policies and the awarding of bids that promote the advancement of persons or categories of persons disadvantaged by unfair discrimination and for that purpose, specific preference points are allocated as prescribed. All companies need to meet the Municipal Finance Management Act (MFMA) requirements, as well as the relevant Supply Chain Management Regulations to work with the CTICC.

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THE RFQ

Part T1: RFQ procedures

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Part T2 : Returnable Documents

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T1.1 Quotation Notice and Invitation to Quote

THE CAPE TOWN INTERNATIONAL CONVENTION CENTRE INVITES QUOTATIONS FOR RFQ NO. 010/2025: COMPILING A COMPETITOR'S ANALYSIS.

Suitably qualified, experienced and registered companies are hereby invited to submit proposals to the Cape Town International Convention Centre (CTICC) for the following quotation:

BID NUMBER & DESCRIPTION	SCORING MECHANISM	DOCUMENT COLLECTION DETAILS		
		DATE	TIME	VENUE
RFQ 010/2025: Compiling a competitor's analysis	80/20 80 = PRICE 15 = B-BBEE STATUS 5 = LOCALITY	AS OF 28 MAY 2025,	10H00	PLEASE REQUEST A COPY OF THE DOCUMENT VIA E-MAIL.

The quotations will be evaluated on the functionality criteria as stated in the RFQ document. The minimum qualification score for functionality is **70**.

The tender's department may be contacted only in writing in respect of enquiries with the subject line:

- **"RFQ NO. RFQ 010/2025 – Enquiries"**
 - General Enquiries: Tenders Department at tender1@cticc.co.za

Bidders not registered on the CTICC Database, or the Central Supplier Database are not precluded from submitting quotations but must be registered prior to the award of the quotation in order to be responsive.

To ensure that bids are not invalidated, bid documents must be completed in accordance with the terms and conditions stated on them. The completed original bid documents must be placed in a sealed A4 envelope – clearly stating the bid number and name of tender. The sealed bids must be deposited into **"RFQ BOX"** situated at the reception area on the ground floor of the Cape Town International Convention Centre 1 (1 Lower Long Street, Convention Square, Foreshore, Cape Town).

CLOSING DATE AND TIME FOR BID: FRIDAY 6 JUNE 2025 AT 12:00

All bids received will be opened in public, late proposals and proposals submitted by e-mail or fax will under no circumstances be accepted. The CTICC reserves the right to withdraw any proposal, invitation and/or to re-advertise or to reject any proposals or to accept any part of it. The CTICC does not bind itself to accepting the lowest bid or to award a contract to the bidder who scores the highest number of points.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Quotation Data.

T1.2 RFQ Data – refer to the CTICC Standard Conditions of Tender

Clause Num.											
General	The conditions of RFQ are the CTICC Standard Conditions of Tender as contained on the CTICC's website and as amended from time to time (see https://www.cticc.co.za/supplier/cticc-tenders-rfas/) <i>Wherever the CTICC Standard Conditions of Tender refer to the Tender Data, it is equally applicable to the RFQ Data.</i> The Standard Conditions of Tender make several references to the Tender Data (RFQ Data) for details that apply specifically to this RFQ. The RFQ Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.										
General	The CTICC is the Cape Town International Convention Centre Company (RF) SOC Ltd.										
General	For this contract the three-volume approach is adopted. The three volume procurement documents issued by the CTICC comprises the following: <u>Volume 1: RFQ procedures</u> T1.1 – Notice and invitation to quote. T1.2 – RFQ data <u>Volume 2: Returnable documents</u> T2.1 – List of returnable documents T2.2 – Returnable schedules <u>Volume 3: Contract</u> Part C1: Agreement and contract data C1.1 – Contract Form – Rendering of Services C1.2 – Contract Data (including Conditions of Contract) <u>Part C2: Pricing data</u> C2.1 – Pricing instructions <u>Part C3: Scope of work</u> C3.1 – Scope of work C3.3 – Performance Evaluation Checklist										
1.4.	The CTICC's representative/agent: <table border="1"> <tr> <td>Name</td><td>Charlene De Waal</td></tr> <tr> <td>Capacity</td><td>SCM Practitioner</td></tr> <tr> <td>Tel.</td><td>021 410 5000</td></tr> <tr> <td>Email</td><td>Tender1@cticc.co.za</td></tr> <tr> <td>Add:</td><td></td></tr> </table> Attention is drawn to the fact that verbal information given by the CTICC's representative prior to the close of the RFQ will not be regarded as binding on the CTICC. Only information issued formally by the CTICC in writing to bidders will be regarded as binding.	Name	Charlene De Waal	Capacity	SCM Practitioner	Tel.	021 410 5000	Email	Tender1@cticc.co.za	Add:	
Name	Charlene De Waal										
Capacity	SCM Practitioner										
Tel.	021 410 5000										
Email	Tender1@cticc.co.za										
Add:											
1.5.1.	The CTICC may, prior to the award of an RFQ, cancel a RFQ if- a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure. c) no acceptable offer is received; or d) there is a material irregularity in the bidding process.										
2.1.2.	Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), a RFQ will be awarded to the bidder who is the highest ranked or the bidder scoring the highest number of points in terms of the preference points system, as relevant, based on the bids that are received at the closing time for the RFQ.										
2.2.	The two-stage bidding process is not applicable.										

Clause Num.	
3.1.	Only those bidders who satisfy the following eligibility criteria are eligible to submit formal quotations: a) Only those bidders who are registered on the CTICC - and CSD Supplier Databases as a service provider, prior to the award of the RFQ are eligible to have their bids evaluated. The CTICC will only enter into a formal contract with a bidder who is registered on both Supplier Databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
3.2	The cost of the RFQ documents charged by the CTICC shall be free of charge. Alternatively, the RFQ document can be made available electronically at no cost to the bidder, by contacting the representative listed in the Invitation to Quote T1.1.
3.5.1.	The bidder must obtain, as necessary for submitting a RFQ offer, copies of the latest versions of standards, specifications, conditions of tender, conditions of contract and other publications, which are not attached but which are incorporated into the RFQ document by reference.
3.7	The date, time and venue of the clarification meeting / briefing session are as per the Invitation to Quote T1.1. Where the clarification meeting / briefing session is indicated as compulsory, bidders will only be considered by entities who have attended the meeting and whose names appear on the attendance list. Should a bidder be 15 minutes late to the compulsory meeting, the bidder will be regarded as not having attended.
3.8	Bidders may request clarification of the RFQ documents, if necessary, by notifying the CTICC up to two (2) working days before the closing date and time stated in the Invitation to Quote T1.1.
3.9.	N/A
3.12.	Alternative RFQ offers will not be considered.
3.13.2.	The bidder must return all returnable documents to the CTICC after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
3.13.3.	Parts of each RFQ offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.
3.13.4.	The bidder must sign the original and all copies of the RFQ offer where required in terms of the RFQ data. The CTICC will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the CTICC shall hold liable for the purpose of the RFQ offer.
3.13.7.	Offers submitted by e-mail will not be accepted by the CTICC.
3.13.8.	The RFQ Document (which includes the Contract Form – Rendering of Services), completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the bidder, the RFQ no. and title, "RFQ Box" and the closing date indicated on the envelope.
3.13.9.	<u>RFQ Box and Location:</u> RFQ Box (this is the title of the box for the submission of all RFQ's to the CTICC) CTICC 1 Reception (No.1 Lower Long Street, Convention Square, Foreshore, Cape Town). <i>The onus remains with the bidder to ensure that the RFQ is placed in the correct box.</i>
3.13.10.	The sealed envelope must be inserted into the appropriate official RFQ Box before the closing time. If the RFQ offer is too large to fit into the abovementioned box or the box is full, please enquire at reception adjacent to the RFQ Box.
3.13.11.	The bidder must accept that the CTICC will not assume any responsibility for the misplacement or premature opening of the RFQ offer if the outer package is not sealed and marked as stated or is submitted in the incorrect (tender) box.
3.14.	The bidder must accept that RFQ offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the CTICC as non-responsive.

Clause Num.	
3.15.	RFQ's submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements. Joint Venture/Consortiums must submit the following information as part of their submission: - Compulsory declaration (with relevant attachments) must be completed and submitted by all member firms (separately), - Consolidated B-BBEE certificate.
3.16.	The closing date and time is 6 June 2025 at 12:00pm.
3.17.1.	The RFQ offer(s) will be valid for acceptance for a period of 60 days after the closing time.
3.17.2.	This clause is only applicable to tenders and not RFQ's.
3.18.4.	A RFQ may be rejected as non-responsive if the bidder fails to provide any clarification requested by the CTICC within the time for submission stated in the CTICC's written request for such clarification.
3.19.1.	The bidder must provide, on request by the CTICC, any other material that has a bearing on the RFQ offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CTICC for the purpose of a full and fair risk assessment.
3.19.2.	Should the bidder not provide the other material as may be required, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CTICC's request, the CTICC may regard the RFQ offer as non-responsive.
4.6.1.	The CTICC will not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of RFQ offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder and if legally requested and mandated.
4.7.	Additional to the grounds stipulated in SCM Regulation 38 and the CTICC's Policy on Combatting Abuse of the SCM System, the CTICC will determine whether there has been any effort by a bidder to influence the processing of RFQ offers and instantly disqualify a bidder (and its RFQ offer) if it is established that it engaged in corrupt or fraudulent practices.
4.8.1.	A responsive bidder is one that conforms to all the terms, conditions, and specifications of the RFQ documents without material deviation or qualification. A material deviation or qualification is one which, in the CTICC's opinion, would: - detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, - significantly change the CTICC's or the bidder's risks and responsibilities under the contract, or - affect the competitive position of other bidders presenting responsive RFQs, if it were to be rectified.
4.8.2.	The CTICC will determine, after opening and before detailed evaluation, whether each RFQ offer was properly received: - complies with the requirements of these Conditions of RFQ, - has been properly and fully completed and signed, and - is responsive to the other requirements of the RFQ data and relevant documents.
4.8.3.	RFQ offers may be considered non-responsive if, inter alia: - the bidder does not comply with the eligibility criteria. - the bidder, or any of its directors or shareholders are in the service of the state. - the bidder's tax matters are not in order. - the bidder or any of its directors is listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. - the bidder has:

Clause Num.	
	i. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (this also applies to any of the company's directors). ii. been found to be in the service of the state; or any of its directors, managers, principal shareholders or stakeholders. f) the bidder has completed the Compulsory Declaration and there are conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the CTICC or potentially compromise the bidding process. g) the bidder has failed to clarify or submit any supporting documentation within the time for submission stated in the CTICC's written request. h) the bidder tenders the incorrect pricing information. i) if the Pricing Schedule has not been signed. j) the bidder has failed to achieve the minimum score for functionality. k) the bidder has failed to complete, sign and return all the returnable schedules. l) if the RFQ offer is not submitted on the Pricing Schedule bound into this RFQ document (or in a similar format). m) if the RFQ is not completed in non-erasable ink. n) all schedules are not duly completed as such, and proof handed in as required. o) the bidder has failed, during the last five years, to perform satisfactorily on a previous contract with the CTICC or any other organ of state. p) the bidder has abused the supply chain management system of the CTICC or has committed any improper conduct in relation to this system). q) any other responsiveness criteria as stipulated in the RFQ data. r) if the total value of the RFQ offer is above R750 000 incl. VAT.
4.8.4.	The CTICC may reject a non-responsive RFQ offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
4.9.2.	Where there is a discrepancy between the amounts in words and amounts in figures, the arithmetic sum of the line items shall govern.
4.9.3.	a) 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 unit rate shall govern, and the line item shall be corrected. b) Only where there is an <i>obviously</i> gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the product of the unit rates and quantities shall govern, and the bidder will be asked to revise the tendered total of the prices.
4.9.5.	<u>B-BBEE Certificate/Affidavit</u> Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or sector-specific sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
4.10.	The CTICC will obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the RFQ offer.
4.11.1.	The RFQ will be evaluated in terms of its responsiveness to the RFQ specifications and requirements as well as such additional criteria as set out in the RFQ data and relevant documents.

Clause Num.																
4.11.2.	The activities associated with evaluating RFQ offers are as follows: a) Open and record RFQ offers received. b) SCM compliance evaluation c) Compliance to the minimum requirements (if applicable) d) Functionality evaluation e) Compliance to specifications f) Price and Preference scoring, as per the CTICC Preferential Procurement Policy g) Consideration of additional objective criteria as per section 2(1)(f) of the PPPFA, read with the CTICC Preferential Procurement Policy. h) Once the preferred service provider is identified, a notification will be sent to the preferred Service Provider(s) and the allowance of a 14-day complaint, enquiries, dispute process as contemplated by SCM Regulation 49 and 50. i) A final award will be made when no valid objections were received.															
4.13.	In order to be considered for a contract in terms of this RFQ, bidders must achieve the minimum score for functionality. The minimum score for functionality is 70. Bidders that fail to achieve the minimum score for functionality will be regarded as non-responsive. The functionality evaluation shall be done independently by more than one evaluator in accordance with the following criteria and points: <table><tr><th colspan="2">CRITERIA</th><th>MAXIMUM POINTS</th></tr><tr><td>1</td><td>Bidder's Experience</td><td>40</td></tr><tr><td>2</td><td>Experience of key staff</td><td>30</td></tr><tr><td>3</td><td>Methodology</td><td>30</td></tr><tr><td colspan="2">TOTAL</td><td>100</td></tr></table> Each evaluation criteria will be assessed in terms of five indicators – non-compliant, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to non-compliant, poor, satisfactory, good and very good respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality. Further details will be contained in the relevant schedules of each scoring criteria.	CRITERIA		MAXIMUM POINTS	1	Bidder's Experience	40	2	Experience of key staff	30	3	Methodology	30	TOTAL		100
CRITERIA		MAXIMUM POINTS														
1	Bidder's Experience	40														
2	Experience of key staff	30														
3	Methodology	30														
TOTAL		100														
4.14.	Risk analysis and other objective criteria. The CTICC may 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 RFQ document.															

Clause Num.	
4.15.	Acceptance of RFQ offer. The CTICC will, subject to the relevant prescripts and after completion of the eligibility and responsiveness tests and risk analysis, accept the RFQ offer if in the opinion of the CTICC, it does not present any risk and only if the bidder: i) Is eligible and responsive. ii) is not under restrictions, or has principals who are under restrictions, preventing participating in the CTICC's procurement; iii) 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. iv) has the legal capacity to enter into the contract. v) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing. vi) complies with the legal requirements, if any, stated in the RFQ data; and vii) is able, in the opinion of the CTICC, to perform the contract free of conflicts of interest.
4.15.3.	Irrespective of the procurement process followed, the CTICC reserves its rights not to make an award, revoke an award already made or cancel a contract where the implementation of the contract may result in reputational risk or harm to the CTICC as a result of (inter alia): a) reports of poor governance and/or unethical behaviour. b) association with known family of notorious individuals. c) poor performance issues, known to the CTICC. d) negative social media reports; and/or e) adverse assurance (e.g. due diligence) report outcomes.
4.15.4.	Where any of the above risks are identified, the CTICC will provide the supplier with an opportunity to submit representation.
4.16.	Imbalance in tendered rates 1. In the event of tendered rates or lump sums being declared by the CTICC to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the bidder may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CTICC is still not satisfied with the tendered rates or lump sums objected to, it may request the bidder to amend these rates and lump sums along the lines indicated by it. 2. The bidder 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 CTICC, but this shall be done without altering the Contract Price. 3. Should the bidder fail to amend its RFQ in a manner acceptable to the CTICC, the CTICC may reject the RFQ.
4.17	Notification of award 1. The CTICC will notify the successful bidder of the CTICC's acceptance of its RFQ offer by issuing of a Successful Letter before the expiry of the validity period stated in the RFQ data or agreed additional period. 2. After the successful bidder has been notified of the CTICC's acceptance of the RFQ, notify other bidders that their offers have not been accepted, subject to an objection or complaint period of 14-days as stipulated in SCM Regulation 49. 3. As stipulated in SCM Regulation 24, the CTICC may negotiate the final terms of the contract, subject to the relevant prescripts.

Clause Num.	
4.18.	Prepare contract documents The CTICC may, if necessary, revise documents that shall form part of the contract and that were issued by the CTICC as part of the RFQ documents to take account of: - addenda issued during the RFQ validity period, - inclusion of some of the returnable documents and - other revisions agreed between the CTICC and the successful bidder.
4.19.	Registration of the award The CTICC will, after completion of the objections or complaints period as per SCM Regulation 49, and once the award was made final, within the prescribed period, register and publish the award on the appropriate media.
4.20.	Provide written reasons for actions taken The CTICC will provide upon request and subject to legislative requirements, written reasons to bidders for any action that is taken in applying these conditions of RFQ but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of bidders or might prejudice fair competition between bidders.
4.21.	Data Protection in terms of the Protection of Personal Information Act (POPIA) - The CTICC will only collect personal information of the supplier/bidder consistent with the purpose for which it is required. The specific purpose for which the information is collected will be apparent from the context in which the information is requested. - The nature of the personal information which will be collected relates to contact details (such as name, address, telephone number and e-mail address), company registration details, VAT registration numbers, details of Directors/Owners/Members and any other information required in terms of the CTICC Supply Chain Management Policy. - In providing the personal information to the CTICC, the supplier/bidder acknowledges that the information has been collected directly from it and that it has consented to its processing by the CTICC. Where the supplier/bidder is providing another person's personal information to the CTICC, the supplier/bidder acknowledges and warrants that it has obtained such person's consent to the processing of their personal information for the purposes of the CTICC in terms of the supplier/bidder's intention to submit offers/quotations to render services/goods to the CTICC. - Provision of personal information to the CTICC is voluntary, however, in the event that the requested information is not provided, the bidder/supplier may be precluded from being registered as a supplier with, and providing services/goods to, the CTICC. - The personal information shall only be used for the purpose for which it was collected, unless the supplier/bidder has agreed to an alternative purpose in writing or as allowed by any applicable law. The CTICC will only process personal information in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed. The CTICC will take such steps as may be required to ensure that it complies with any law in respect of transfer, storage, security, use and disposal of the personal information. - The supplier/bidder may contact the CTICC at any time to review, update or correct personal information stored by the CTICC in terms of this clause.
4.21.	The CTICC has set a zero-tolerance level for the following risk categories: - Financial – Fraud, Corruption and theft - Cyber security - Loss of life - Occupational health and safety.

List of Returnable Documents

The bidder must complete the following Returnable Documents in **black ink**:

T2.1.1. Returnable Schedules required for the formal quotation evaluation purposes.

	Pages
1 : BID SUBMISSION CHECKLIST	14
2 : COMPULSORY DECLARATION	16
3: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)	23
4: CONFIRMATION OF CTICC AND CSD SUPPLIER DATABASE REGISTRATION	24
5: PREFERENCE POINTS CLAIM FORM (MBD 6.1)	25
6: RECORD OF ADDENDA TO RFQ DOCUMENTS	30
7: PROPOSED AMENDMENTS AND QUALIFICATIONS BY BIDDER	31
8: MINIMUM REQUIREMENTS	32
9: BIDDER'S EXPERIENCE	33
10: EXPERIENCE OF KEY STAFF	38
11: METHODOLOGY	40

T2.1.2. Returnable Schedules that will be incorporated into the Contract

C1.1: CONTRACT FORM – RENDERING OF SERVICES	44
C2.2: PRICING SCHEDULE	50
C3.1: SCOPE OF WORKS	58
C3.2: PERFORMANCE MANAGEMENT	60

T2.2 Returnable Schedules

SCHEDULE 1: BID SUBMISSION CHECKLIST

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

Failure by the bidder to complete, sign and submit all of the returnable schedules will result in the bid being disqualified

Schedule No.	Document	Please tick if enclosed
2	Compulsory declaration	
3	Certificate of independent tender determination (MBD 9)	
4	Confirmation of CTICC and Central Supplier Database registration	
5	Preference Points Claim Form (MDB 6.1)	
6	Record of addenda to RFQ documents	
7	Proposed amendments and qualifications by bidder	
8	Minimum Requirements	
9	Bidder's Experience	
10	Experience of Key staff	
11	Methodology	
C1.1	Contract Form – Rendering of Services	
C2.2	Pricing Schedule	

SCHEDULE 2: COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

SECTION 1: ENTERPRISE DETAILS

Name of enterprise	
Contact person	
Email	
Telephone	
Cell	
Fax	
Physical address	
Municipal Acc. number	
Postal address	

SECTION 2: PARTICULARS OF COMPANY REPRESENTATIVE

Full name and surname	
Identification number	
Position occupied in the company	
Email address of representative	

Signatory(ies) for companies, close corporations, partnerships shall confirm their authority to sign this tender and to enter in any resulting contract, where applicable,

Authority to participate in this tender and any contract that may result from it may be in the form of a resolution taken by the board (in the case of a company), a resolution taken by the members (in the case of a close corporation), or a resolution taken by the partners (in the case of a partnership). Alternatively, the person(s) authorised to sign this tender or any contract which may result from it, must confirm their authority to do so as delegated or sub-delegated as the case may be, by the board, members or partners. **Where a resolution has been taken, a copy of such resolution must be submitted with this bid.**

The entity submits a tender to CTICC, in respect of this tender.

I, Mr/Mrs/Ms.....

in my capacity as.....(position)

of.....(entity name)

confirm that I am hereby authorised to sign the tender and all other documents and/or correspondence in connection with and relating to it, as well as to sign any contract, and any and all documentation, resulting from the award of this tender to the entity mentioned above.

SECTION 3: TAX COMPLIANCE REQUIREMENTS

Bidders must ensure compliance with their tax obligations, and it is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet the bidder's tax obligations.

Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the CTICC to view the taxpayer's profile and tax status by doing the following:

1. Bidders must complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit a valid Tax Clearance Certificate may result in the invalidation of the bid.
4. Alternatively, in terms of the new Tax Compliance Status (TCS) System implemented by SARS on 18 MAY 2016, taxpayers are now able to issue the CTICC with a TCS Pin which can be used to verify a bidder's tax status online. As a result, bidders who are not in possession of a Tax Clearance Certificate must issue the CTICC with the following:

- | | |
|----|--|
| 1) | Tax Clearance Certificated printed for SARS E-filing |
| 2) | Tax Compliance Status Pin: <input type="text"/> |

5. By completing the above the tenderer grants consent that SARS may disclose to the CTICC its tax compliance status, on an on-going basis during the term of the contract, when called upon to do so.
6. Foreign suppliers must complete the pre-award questionnaire in **Section 12**.
7. In bids where consortia/ Joint Ventures/ Sub-contractors are involved; each party must submit a separate TCS certificate/ PIN/ CSD number.
8. Bidders may also submit a printed TCS certificate together with the bid.
9. Where no TCS is available, but the bidder is registered on the CSD, a CSD number must be provided.

SECTION 4: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company / Close Corporation registration number	
---	----------------------

SECTION 5: SARS INFORMATION

Tax reference number	
VAT registration number	(state Not Registered if not registered for VAT)

SECTION 6: PARTICULARS OF PRINCIPALS

Principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No.71 of 2008), a trustee, shareholder² or a member of a close corporation registered in terms of Close Corporations Act, 1984, (Act No.69 of 1984).

Full name of principal	Identity number	Residential Address	Municipal Acc. Number

Full name of principal	Identity number	Residential Address	Municipal Acc. Number

*(insert separate page if necessary)

NB: Please attach certified copy(ies) of ID document(s) and municipal accounts.

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender. Alternatively, if property is neither owned nor rented, then an affidavit must be submitted confirming this and that the relevant person has no municipal accounts owing.

SECTION 7: RECORD OF SERVICE TO THE STATE

Are you or any of the company's principals presently in the service of the state¹, or been in the service of the state in the past twelve months?

YES	
-----	--

NO	
----	--

(Tick appropriate box)

If YES, indicate by marking the relevant boxes with a cross:

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity ³ or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority ⁴ of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal in the service of the state	Name of relevant organ of state	Position held at the relevant organ of state	Status of service (tick appropriate column)	
			Current	Within last 12 months

Name of principal in the service of the state	Name of relevant organ of state	Position held at the relevant organ of state	Status of service (tick appropriate column)	
			Current	Within last 12 months

*(insert separate page if necessary)

Please note: No bid may be accepted from persons employed in the service of the state (this does not include being a contractor in the service of the state), unless such person (who is presently employed by the state) has the necessary permission to undertake remunerative work outside of such employment (attach permission to this declaration).

SECTION 8: RECORD OF FAMILY MEMBER IN THE SERVICE OF THE STATE

Family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption.

Is any family member of the company's principals in the service of the state? (Tick appropriate box)

YES	
-----	--

NO	
----	--

If **YES**, indicate by marking the relevant boxes with a cross:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, |
| ☐ a member of any provincial legislature | national or provincial public entity ³ or |
| ☐ a member of the National Assembly or the National Council of Province | constitutional institution within the meaning of |
| ☐ a member of the board of directors of any municipal entity | the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ an official of any municipality or municipal entity | ☐ a member of an accounting authority ⁴ of any |
| | national or provincial public entity |
| | ☐ an employee of Parliament or a provincial legislature |

Name of Principal	Name of Family Member of Principal in the service of the state <u>and</u> relation	Name of the relevant organ of state <u>and</u> position held there	Status of service (tick appropriate column)	
			Current	Within last 12 months

*(insert separate page if necessary)

Please note:

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

SECTION 9: RECORD OF OTHER INTERESTS

9.1. 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? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

.....

.....

*(insert separate page if necessary)

9.2. Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

.....

*(insert separate page if necessary)

9.3. Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or businesses whether or not they are bidding for this contract? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars:

Name of the Principal	Name of other company	Central Supplier Database registration number (if registered)

*(insert separate page if necessary)

SECTION 10: RECORD OF TERMINATION OF PREVIOUS CONTRACTS WITH AN ORGAN OF STATE

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

*(insert separate page if necessary)

SECTION 11: RECORD IN TERMS OF THE MFMA (NO. 56 OF 2003)

11.1. Is the bidder or any of its principals listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? *(Tick appropriate box)*

(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

*(insert separate page if necessary)

11.2. Is the bidder or any of its principals 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)? *(Tick appropriate box)*

(To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

*(insert separate page if necessary)

11.3. Was the bidder or any of its principals 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? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

*(insert separate page if necessary)

11.4. Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

.....

*(insert separate page if necessary)

SECTION 12: QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (ONLY)

12.1. Is the entity a resident of the Republic of South Africa (RSA)? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If NO, furnish particulars.....

**(insert separate page if necessary)*

12.2. Does the entity have a branch in the RSA? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

If YES, furnish particulars.....

**(insert separate page if necessary)*

12.3. Does the entity have a permanent establishment in the RSA? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

12.4. Does the entity have any source of income in the RSA? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

12.5. Is the entity liable in the RSA for any form of taxation? *(Tick appropriate box)*

YES	
-----	--

NO	
----	--

SECTION 13: DECLARATION

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers.
- ii) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- iii) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

Note:

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

(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 entity³ or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).

(d) a member of the accounting authority⁴ of any national or provincial public entity; or

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

- b) 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.
- c) ³ "National or provincial public entity" shall bear the meaning as defined in the PFMA. Major public entities are listed in schedule 2 of the PFMA and other public entities are listed in schedule 3 of the PFMA.
- d) ⁴ "Accounting authority" means the board or other controlling body of a public entity, or if the public entity does not have a controlling body, the chief executive officer or other person in charge of the public entity unless specific legislation applicable to that public entity designates another person.

<u>SIGNED ON BEHALF OF BIDDER:</u>	
<u>FULL NAME AND SURNAME:</u>	
<u>DATE:</u>	

Please note:

1. The CTICC complies with the Protection of Personal Information Act, Act 4 of 2013 (POPIA) and bidders hereby agree that their personal information may be recorded and processed by the CTICC for purposes of the evaluation of this tender.
2. This declaration will be valid for twelve (12) months from the signed date and must be updated and renewed accordingly.

SCHEDULE 3: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate.
2. I understand that this RFQ will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit this RFQ on behalf of the bidder.
4. Each person whose signature appears on this RFQ has been authorized by the bidder to determine the terms of, and to sign, the RFQ, on behalf of the bidder.
5. For the purposes of this Certificate and this RFQ, I understand that the word "competitor" shall include any individual or organization, other than the bidder whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a RFQ in response to this invitation to quote.
 - (b) could potentially submit a RFQ in response to this invitation to quote, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at this RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 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 an RFQ.
 - (e) the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
 - (f) bidding with the intention not to win the RFQ.
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 invitation to quote relates.
9. The terms of this RFQ have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official RFQ 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 RFQs and contracts, RFQs 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 No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNED ON BEHALF OF BIDDER:

I, THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

SCHEDULE 4: CONFIRMATION OF CTICC AND CENTRAL SUPPLIER DATABASE REGISTRATION

Company Name					
CTICC Supplier Database	Registered	YES		NO	
		(tick appropriate box)			
	Supplier Code				
Central Supplier Database (a copy of the CSD summary report must be attached to this schedule)	Registered	YES		NO	
		(tick appropriate box)			
	Supplier Code	MAAA.....			
	Unique 36 Character Registration Code				

Bidders who are not registered on the CTICC and/or Central Supplier Databases are not precluded from submitting RFQs but must however be registered prior to the adjudication of the RFQ in order for their offers to be responsive.

In this regard it is the sole responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

<u>SIGNED ON BEHALF OF BIDDER:</u>	
---	--

*** CTICC and Central Supplier Database Registration:**

Only those bidders who are registered on the CTICC Supplier Database and the Central Supplier Database as a service provider prior to the adjudication of this bid are eligible to have their RFQs evaluated. The CTICC will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the CTICC Supplier Database may download the supplier application form from the website at www.cticc.co.za under the SUPPLIER tab.

Bidders who wish to register on the Central Supplier Database may do so online on www.csd.gov.za and click on the REGISTER A NEW CSD ACCOUNT tab.

SCHEDULE 5: PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference points systems are applicable to all invitations to bid (for RFQ's):
- the 80/20 system for acquisition of goods or services with a Rand value equal to or above R30 000 and up to R50 000 000 (all applicable taxes included); and
- 1.2 The purpose of this bid is for services and the following preference points system shall be applicable for this bid:
- i. The 80/20 preference points system.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals, as follows:
 - i) B-BBEE Status Level of Contributor.
 - ii) Locality: Western Cape
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	15
LOCALITY: WESTERN CAPE	5
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

- 1.5 Failure on the part of a bidder to submit proof of the necessary documentation (required in terms of this bid in order to claim points for specific goals) together with the bid, will be interpreted to mean that preference points for the specific goals listed in this bid are not claimed.
- 1.6 The CTICC reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the CTICC.

2. DEFINITIONS

- (a) **"Acceptable offer"** means any RFQ which, in all respects, complies with the specifications and conditions of RFQ as set out in the RFQ document.
- (b) **"All applicable taxes"** includes Value-Added Tax, Pay-as-you-Earn, Income Tax, Unemployment Insurance Fund Contributions and Skills Development Levies.
- (c) **"B-BBEE"** means Broad-Based Black Economic Empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- (d) **"B-BBEE Status Level of Contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (e) **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by the CTICC for the provision of goods or services, or income-generating contracts, through price quotations, advertised competitive bidding processes or proposals.
- (f) **"Broad-based Black Economic Empowerment Act (B-BBEEA)"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- (g) **"Comparative"** means the price after the factors of non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- (h) **"Conditions of RFQ"** means a document of the procedures, the manner in which those engaged in the procurement process are to behave, the obligations of the bidder and the undertakings of the CTICC. The Conditions of RFQ are included in the RFQ document and distinct from the General Conditions of Contract and the Special Conditions of Contract.
- (i) **"Consortium of Joint Venture"** 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.
- (j) **“Contract”** means the agreement that results from the acceptance of an RFQ.
 - (k) **“EME”** means an Exempted Micro Enterprise in terms of a Code of Good Practice on Black Economic Empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act.
 - (l) **“Functionality”** means the measurement according to predetermined norms, as set out in the RFQ documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
 - (m) **“Highest acceptable offer”** means a RFQ that complies with all specifications and conditions of RFQ and that has the highest price compared to other offers.
 - (n) **“Locality”** means the local suppliers and/or service providers that resides within the provincial boundaries.
 - (o) **“Lowest acceptable offer”** means a RFQ that complies with all specifications and conditions of RFQ and that has the lowest price compared to other offers.
 - (p) **“Person”** includes reference to a juristic person.
 - (q) **“Price”** includes all applicable taxes less all unconditional discounts.
 - (r) **“Proof of B-BBEE status level of contributor”** means-
 - 1) The B-BBEE Status level certificate issued by an authorised body or person.
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - 3) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
 - (s) **“QSE”** means a Qualifying Small Business Enterprise in terms of a Code of Good Practice on Black Economic Empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act.
 - (t) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the bid invitation, and includes all applicable taxes.
 - (u) **“SMME”** means Small, Medium and Micro Enterprises namely an eligible Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) as defined within the Broad-Based Black Economic Empowerment Act and applicable Sector Codes.
 - (v) **“Special Goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability as well as implementation of programmes of the Reconstruction and Development Program as published in Government Gazette No. 16085 dated 23 November 1994.
 - (w) **“Sub-contract”** means the primary contractor's assigning or leasing or making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
 - (x) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the CTICC for the provision of services, work or goods, through price quotations, advertised competitive tender processes or proposals.
 - (y) **“Bid 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;
 - (z) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
 - (aa) **“Total revenue”** bears the same meaning assigned to this expression as in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 and promulgated in the Government Gazette on 9 February 2007.

3. FORMULAE FOR APPLYING THE PREFERENCE POINTS SYSTEM

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 PREFERENCE POINT SYSTEMS FOR THE ACQUISITION OF SERVICES

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where?

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of clause 9(4) of the CTICC Preferential Procurement Policy, preference points will be allocated to promote this goal, and points will be allocated to bidders in terms of the BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	15
2	14
3	12
4	10
5	8
6	6
7	4
8	2
Non-compliant contributor	0
Locality Western Cape Province	5
TOTAL SPECIAL GOALS	20

5. ADJUDICATION BY USING THE PREFERENCE POINTS SYSTEM

- 5.1. Subject to section 2(1)(f) of the Act, the contract must be awarded to the bidder scoring the highest points.
- 5.2. Preference points shall be calculated after prices have been brought to a comparative basis.
- 5.3. Points scored will be rounded off to 2 decimal places.
- 5.4. If two or more tenderers score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for B-BBEE.
- 5.5. If functionality is part of the evaluation process and two or more bidders score equal total points and equal preference points for B-BBEE, the contract must be awarded to the bidder that scored the highest points for functionality.
- 5.6. If two or more bidders score equal total points in all respects, the award must be decided by the drawing of lots.

6. DECLARATIONS

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

B-BBEE Status Level of Contributor: = (Maximum of 15 points) (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

6.2. LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 4.1

Locality: _____ (maximum of 5 points)

7. SUB-CONTRACTING

- 7.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1. If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

- ii) The name of the sub-contractor.....

 iii) The B-BBEE status level of the sub-contractor.....

 iv) Whether the sub-contractor is an EME or QSE:
(Tick applicable box)

EME		QSE		N/A	
-----	--	-----	--	-----	--

8. DECLARATION WITH REGARDS TO COMPANY/FIRM THAT IS TENDERING

8.1. Name of company/firm.....

8.2. VAT registration number.....

8.3. Company registration number.....

8.4. 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]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES AND THE APPLICABLE SECTOR CODE IN WHICH THE BUSINESS OPERATES

.....

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

[TICK APPLICABLE BOX]

8.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7. MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:****8.8.** Total number of years the company/firm has been in business.....

8.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advertised for this tender and indicated in paragraph 1.4, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this schedule.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4, the contractor may be required to furnish documentary proof to the satisfaction of the CTICC 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 CTICC may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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.

<u>SIGNED ON BEHALF OF BIDDER:</u>			
WITNESS 1:		WITNESS 2:	

SCHEDULE 6: RECORD OF ADDENDA TO RFQ DOCUMENTS

We confirm that the following communications received from the CTICC before the submission of this RFQ offer, amending the RFQ document, have been taken into account in this RFQ offer:

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

*Attach additional pages if more space is required.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 7: PROPOSED AMENDMENTS AND QUALIFICATIONS BY BIDDER

The bidder should record any **proposed** deviations or qualifications it may wish to make to the RFQ documents in this Returnable Schedule. Alternatively, a bidder may state such proposed deviations and qualifications in a covering letter attached to its RFQ and reference such letter in this schedule.

The bidder's attention is drawn to clause 3.11 of the Standard Conditions of referenced in the RFQ Data regarding the CTICC's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets, appended by the bidder to this Schedule (If nil, enter NIL).

<u>SIGNED ON BEHALF OF BIDDER:</u>	
---	--

SCHEDULE 8: MINIMUM REQUIREMENTS

Minimum Requirements:		Please indicate with an "X" whether the offer complies with the requirements			Supporting Evidence to be Attached
		YES	NO	Comment	
1.	The 3 contactable references sheets must be submitted referencing similar projects previously completed. Refer to Annexure A.				Annexure A: Contactable References
2.	Bidders must submit a Gantt chart indicating the time being allocated to various aspects of the project (i.e. from the consultation process to the final report).				Gantt chart

<u>SIGNED ON BEHALF OF BIDDER:</u>	
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SCHEDULE 9: BIDDER'S EXPERIENCE

The following criteria will be used to calculate points for functionality in terms of the Bidder's Experience, and bidders must ensure that they submit all the necessary information and required evidence to be evaluated in terms of this functionality criteria, as mentioned in the table below:

Description of functionality criteria		Maximum possible score
BIDDER'S EXPERIENCE	Bidders must provide a comprehensive company portfolio listing experience (current and completed projects) of similar projects and scope successfully completed.	40

The following is important to note:

- 1) This section counts **100** points towards the total score out of 100 for functionality. Bidders need to obtain a minimum average score of 70 out of 100 points for functionality in order to be considered for further evaluation. Bidders that obtain a total average score of less than 70 points will be regarded as having submitted a non-responsive offer.
- 2) Bidders must therefore ensure that all the information requested is provided in detail. Failure on the part of the bidder to provide the evidence required to award points will result in no points being awarded for those criteria.
- 3) Unclear or incomplete information provided will result in no points being allocated.
- 4) Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.
- 5) Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the evaluation of the RFQ are known to be false, the CTICC will reserve the right not to award points and/or cancel the RFQ and/or execute any other remedy allowed by law.

Bidders are referred to the attached table and contactable reference sheets for the necessary evidence to be provided in order to score this schedule.

COMPREHENSIVE LIST OF CURRENT AND COMPLETED CONTRACTS		
1.	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work (Incl. VAT)	R
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
2.	Company Name (Employer / Contracting Site)	
	Contact Person	

COMPREHENSIVE LIST OF CURRENT AND COMPLETED CONTRACTS

	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	R
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
3.	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	R
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
4	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	R
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
5	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	

COMPREHENSIVE LIST OF CURRENT AND COMPLETED CONTRACTS

	Value of Work	R
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
6	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	R
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
7	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
8	Company Name (Employer / Contracting Site)	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	
	Date Contract Started	
	Duration of Contract	
	Contract End Date	

COMPREHENSIVE LIST OF CURRENT AND COMPLETED CONTRACTS

9	Company Name <i>(Employer / Contracting Site)</i>	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
10	Company Name <i>(Employer / Contracting Site)</i>	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
11	Company Name <i>(Employer / Contracting Site)</i>	
	Contact Person	
	Tel:	
	Cell:	
	Email:	
	Description of Work	
	Value of Work	
	Date Contract Started	
	Duration of Contract	
	Contract End Date	
12	Company Name <i>(Employer / Contracting Site)</i>	
	Contact Person	
	Tel:	
	Cell:	

COMPREHENSIVE LIST OF CURRENT AND COMPLETED CONTRACTS

	Email:	
	Description of Work	
	Value of Work	
	Date Contract Started	
	Duration of Contract	
	Contract End Date	

Number of sheets, appended by the bidder to this Schedule..... (If nil, enter NIL).

a) Bidder's years of experience

Non-complaint (Score 0%)	The bidder has less than 2 years' experience in similar projects
Poor (Score 40%)	The bidder has more than 2 but less than 4 years' experience in similar projects.
Satisfactory (Score 70%)	The bidder has more than 4 but less than 6 years' experience in similar projects.
Good (Score 90%)	The bidder has more than 6 years' but less than 8 years' experience in similar projects
Very good (Score 100%)	The bidder has more than 8 years' experience in similar projects.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 10: EXPERIENCE OF KEY STAFF

The following criteria will be used to calculate points for functionality in terms of the Experience of Key Staff, and bidders must ensure that they submit all the necessary information and required evidence to be evaluated in terms of this functionality criteria, as mentioned in the table below:

Description of functionality criteria		Maximum possible score
Experience of Key Staff	The bidder must provide details of a project manager that will be responsible for the managing of the contract. A CV and tertiary qualifications reflecting their years' experience in managing a project of similar scope must be submitted as proof.	30

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

The CV's and proof of necessary qualifications of the key personnel **must** be attached to this schedule.

The following is important to note:

- 1) This section counts **30** points towards the total score out of 100 for functionality. Bidders need to obtain a minimum average score of 70 out of a 100 points for functionality in order to be considered for further evaluation. Bidders that obtain a total average score of less than 70 points will be regarded as having submitted a non-responsive offer.
- 2) Bidders must therefore ensure that all the information requested is provided in detail. Failure on the part of the bidder to provide the evidence required to award points will result in no points being awarded for that criteria.
- 3) Unclear or incomplete information provided will result in no points being allocated.
- 4) Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.
- 5) Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the evaluation of the RFQ are known to be false, the CTICC will reserve the right not to award points and/or cancel the RFQ and/or execute any other remedy allowed by law.

Bidders are referred to the attached table for the necessary evidence to be provided in order to score this schedule.

TABLE OF KEY STAFF	
KEY STAFF MEMBER – PROJECT MANAGER	
Service Provider or Sub-contracted Service	
Name	
Current Job Title	
Qualifications (Relevant Certificates to be Provided)	
No. of Years Specified Experience	
Time Allocation on this Project	
Roles and Responsibilities on this Project	

The scoring of the experience of key staff will be as follows:

Non-compliant (Score 0%)	The key staff member/ project manager has less than 5 years' experience in the same project (Competitor Analysis)
Poor (Score 40%)	The key staff member/ project manager has more than 5 years' but less than 7 years' experience the same project (Competitor Analysis)
Satisfactory (Score 70%)	The key staff member/ project manager has more than 7 years' but less than 10 years' experience in the same project (Competitor Analysis)
Good (Score 90%)	The key staff member/ project manager has more than 10 years' years' experience the same project (Competitor Analysis)
Very good (Score 100%)	The key staff member/ project manager has more than 12 years' experience in the same project (Competitor Analysis)

Number of sheets, appended by the bidder to this Schedule (If nil, enter NIL).

SCHEDULE 11: METHODOLOGY / PROJECT PLAN

The following criteria will be used to calculate points for functionality in terms of the Methodology / Project Plan, and bidders must ensure that they submit all the necessary information and required evidence to be evaluated in terms of this functionality criteria, as mentioned in the table below:

Description of functionality criteria		Maximum possible score
ADEQUACY OF PROPOSED WORK PLAN AND PROPOSED METHODOLOGY	The bidder must submit a methodology and approach plan that must be tailored to cover the delivery of the proposed actions and scope of works while at the same time demonstrating your understanding of the brief.	30

The following is important to note:

- 1) This section counts **30** points towards the total score out of 100 for functionality. Bidders need to obtain a minimum average score of 70 out of 100 points for functionality in order to be considered for further evaluation. Bidders that obtain a total average score of less than 70 points will be regarded as having submitted a non-responsive offer.
- 2) Bidders must therefore ensure that all the information requested is provided in detail. Failure on the part of the bidder to provide the evidence required to award points will result in no points being awarded for those criteria.
- 3) Unclear or incomplete information provided will result in no points being allocated.
- 4) Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.
- 5) Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the evaluation of the RFQ are known to be false, the CTICC will reserve the right not to award points and/or cancel the RFQ and/or execute any other remedy allowed by law.

Bidders must attach the necessary evidence in order to score this schedule.

the scoring of the work plan and methodology will be as follows:

Non- compliant (score 0%)	No Methodology / Approach plan submitted.
Poor (score 40%)	The methodology / Approach plan is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70%)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is generic. i.e. Not specific to the CTICC's operations
Good (score 90%)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is generic. i.e. Not specific to the CTICC's operations
Very good (score 100%)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.

Number of sheets, appended by the bidder to this Schedule (If nil, enter NIL).

THE CONTRACT

Part C1: Agreements and Contract Data

	Pages
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C1.2 Contract Data	44

Part C2: Pricing Data

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C2.1 Pricing Instructions.....	49
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Part C3: Scope of Works

	Pages
C3.1 Scope of Work	58
C3.2 Performance Management.....	60

C1.1 Contract Form – Rendering of Services

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE CTICC (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE CTICC WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the CTICC during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid.
 - Tax clearance certificate.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claims for Specific Goals in terms of the CTICC Preferential Procurement Policy.
 - Compulsory Declaration.
 - Certificate of Independent Bid Determination.
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations, and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE CTICC)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

C1.2 Contract Data

C1.2.1 Contract Data relevant to the CTICC

C1.2.1.1 General Conditions of Contract

The General Conditions of Contract are the National Treasury General Conditions of Contract. The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below and the Special Conditions of Contract.

The General Conditions of Contract is obtainable from:
<http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/>

C1.2.1.2 Special Conditions of Contract

The Special Conditions of Contract [SCC] support the Standard Conditions of Tender, the RFQ Data and the General Conditions of Contract [GCC] and will apply as being an integral part of the contract. In the event of any inconsistency between the GCC and the SCC, the latter will prevail.

At this point in time the only Special Conditions of Contract are those listed in terms of the Contract Specific Data >>> see clause C1.2.1.3.

C1.2.1.3 Contract Specific Data

The following reflects contract data unique to this tender:

C1.2.1.3.1. Start Date

The start date is the date indicated on the letter of award.

C1.2.1.3.2. Location

The location for the performance of this contract will be the **LOCAL OFFICE** of the service provider together with the location of both CTICC 1 and CTICC 2, where the services will be required. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

C1.2.1.3.3. Project timeline

The service provider is to commence the performance of the services on the date indicated on the letter of award. The contract shall also become effective on this date.

C1.2.1.3.4. Data provided by the Service Provider

This shall be the information as stipulated on the Compulsory Declaration, Schedule 2.

C1.2.1.3.5. Duration

This contract shall be for a period as stated in section C3.1 Scope of Works, unless otherwise negotiated and agreed upon by all parties.

C1.2.1.3.6. Insurance N/A

C1.2.1.3.7. Replacement of key personnel

The service provider is required to obtain the CTICC's prior approval in writing before replacing any of the key personnel listed at the time of tender.

C1.2.1.3.8. Copyright

Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by the service provider during the course of this contract is vested with the Cape Town International Convention Centre Company (RF) SOC (LTD).

C1.2.1.3.9. Tax Invoices

- 1) The service provider shall provide a tax invoice (VAT invoice) which complies with the provisions of the Value Added Tax Act of 1991 within 21 business days of the supply.

➤ **Value Added Tax**

- a) *Where the value of an intended contract will exceed R1 000 000,00 (one million rand) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.*
 - b) *It is a requirement of this contract that the amount of Value Added Tax (VAT) must be shown clearly on each invoice.*
 - c) *The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.*
 - d) *The VAT registration number of the CTICC is 4500188182.*
- 2) The tax invoice referred to in (1) above shall also include the purchase order number issued to the service provider by the CTICC. Failure by the Service Provider to include the purchase order number on the invoice shall result in non-payment of the invoiced amount.
 - 3) In all instances, the invoices shall only be issued and dated when the services have been rendered in full, unless otherwise agreed to by the CTICC.
 - 4) Failure by the service provider to provide a tax invoice (VAT invoice) timeously may delay payment by the CTICC and no interest shall accrue.

C1.2.1.3.10. Statement

The service provider shall, on the last calendar day of each month, issue a statement to the CTICC in which the amount owed to the service provider is itemised at an invoice level. Notwithstanding this, the CTICC shall only pay on an invoice as envisaged in C1.2.1.3.9 above and not the statement.

C1.2.1.3.11. Payment terms

Payment terms shall strictly be done in accordance with Section 65(2)(e) of the MFMA 56 of 2003 that state: "all money owing by the municipality be paid within 30 days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure."

C1.2.1.3.12. Assignment of Contracts

- 1) Clause 19 of the General Conditions of Contract (GCC) makes provision for assignment of contract. Clause 19 of the GCC provides that "a supplier (or service provider) shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent". However, the transfer of rights and obligation of the service provider with or without consent of an organ of state is against the principles of section 217 of the Constitution and is therefore not allowed. National Treasury is currently in the process of reviewing the GCC.

C1.2.1.3.13. Cession of Contracts

- 1) Cession is permissible within the SCM legal prescripts. However, it is important that the application of cession in public procurement is carefully regulated to limit possible instances of abuse through fronting arrangements and similar processes. It is for this reason that the application of cession be limited only to those cession agreements in favour of registered Financial Services Providers (FSP) and state institutions established for the express purpose of providing funding to businesses and entities (State Institution).
- 2) Therefore, cession shall only be applicable as follows:
 - a) Cession must only be applicable to the transfer of right to payment for services rendered by a service provider to an FSP or State Institutions.
 - b) The written request for cession must be by the service provider and not a third party; and
 - c) The written request by the service provider must be accompanied by the cession agreement.

<u>SIGNED ON BEHALF OF BIDDER:</u>	
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C2.1 Pricing Instructions

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing its prices.

- C2.1.1 The short descriptions given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
- C2.1.2 While it is entirely at the tenderer's discretion as regards pricing the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- C2.1.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
- | | |
|-----------|--|
| Unit: | The unit of measurement for each item of work. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
| Sum: | An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units. |
- C2.1.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will deem the offer non-responsive.
- C2.1.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- C2.1.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the CTICC before such services are rendered.
- C2.1.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- C2.1.8 It will not be acceptable to merely refer to an attached pricing schedule; this will deem the offer non-responsive.
- C2.1.9 Only firm prices will be accepted. Non-firm prices will not be considered.
- C2.1.10 All delivery and offloading costs MUST be included in the bid price, for delivery at the CTICC.
- C2.1.11 The offer will be considered non-responsive if the total value exceeds R 750 000 incl. VAT.

C2.2 Pricing Schedule

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED)

Name of Bidder:

RFQ number: RFQ 010/2025: COMPILING A COMPETITOR'S ANALYSIS

Closing time: 12:00

Closing date: 6 June 2025

THE OFFER WILL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF THE BID.

Item #	Description	Estimate no of hours	Hourly Rate (Excl. VAT)	Total Value (Excl. VAT) Est. hours x hourly rate
1.	Identify top 3 local, national, African and international competitors with rationale and how CTICC compares in terms of pricing			
2.	Review business segments & identify target market			
3.	Identify key target drivers with details			
4.	Develop an internal & external brand strategy			
5.	Presentation to the CTICC – Engagement 1			
6.	Final Presentation to CTICC – Engagement 2			
Total Bid Amount (Excl. VAT)				
Add: 15% VAT				
Total Bid Amount (Incl. VAT)				

I / We the undersigned in my / our capacity as of the firm (full name of Bidder) hereby offer to the CTICC to render the goods and/or services as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the CTICC and subject to the conditions of RFQ for the amounts indicated above.

SIGNED ON BEHALF OF BIDDER:

C3.1 Scope of Works

C3.1.1 Purpose

C3.1.1.1 The Cape Town International Convention Centre (CTICC) is seeking a suitably qualified and experienced company to conduct a brand positioning competitor study for the CTICC.

C3.1.2 Background

C3.1.2.1 In line with the CTICC's purpose, accelerating economic prosperity, opportunity, inclusivity, creativity and innovation, the centre requires the conducting of a brand positioning competitor study to get a proper understanding of our current market position.

C3.1.2.1 This strategy would benchmark the centre's current position, tactics, business segments, existing value proposition, and communication approach and campaign platforms and provide recommendations on how each of these can be aligned to meet the CTICC's purpose.

C3.1.3 Scope

C3.1.3.1 The study is to ascertain the following:

- Who are our top 3 local (Western Cape); top 3 national; top 3 African and top 3 international competitors these need to be identified and then a rationale provided as to why they are our competitors with supporting statistics including how the CTICC's pricing compares to theirs?
- Review our existing 8 business segments, establishing whether they are still relevant, identify who the target market is per segment and identifying any new business segments.
- Identifying key drivers (i.e. factors affecting their performance and decision making) affecting each target market and explain why it has been selected as a driver for that specific target market?
- Develop an internal and external brand communication strategy based on this and outline how this relates to our vision, mission and company values. Outline the various touch points that we could engage with both our internal and external stakeholders.
- Present the findings to the CTICC organization in a presentation format so that the relevant staff can give feedback and ask for clarity. Thereafter refine the presentation into a detailed report.
- The report must represent a table showcasing a pricing comparison, comparing CTICC in relation to the market participants and the % price change.

C3.1.4 General Requirements

C3.1.4.1 The contract will commence with the signing of the contract and the presentation) must be ready within 4 weeks from the time of contract commencement.

C3.1.4.1 The final report must be submitted within 2 weeks following the presentation.

C3.1.5 Implementation Timetable

C3.15.1 This RFQ will be for a once off project as per the scope of work where upon payment will take place after the completion of the full project.

C3.1.6 Information to be provided by the Bidder

C3.1.6.1 Completed RFQ Document (Returnable schedules & pricing schedules).

C3.1.6.2 Three (3) Completed Contactable References.

C3.1.6.3 Company Profile.

C3.1.6.4 Methodology & approach that that will be used in the delivery of the proposed actions and schedule of activities.

C3.1.6.5 A Gantt chart indicating the time being allocated to the various aspects of the project.

Annexure A

CONTACTABLE REFERENCE NUMBER 1

SECTION 1: TO BE COMPLETED BY THE BIDDER

NAME.....

CONTACT PERSON.....

DESIGNATION/ POSITION.....

CONTACT DETAILS

TELEPHONE..... CELLULAR NUMBER.....

DESCRIPTION OF SERVICE RENDERED

VALUE OF CONTRACT (INCL. VAT)

SECTION 2: TO BE COMPLETED BY CONTACTABLE REFERENCE NUMBER 1:

ASSESS THE PERFORMANCE OF THE BIDDER BY ANSWERING THE STATED QUESTIONS.
SCORES MUST ALSO BE ASSESSED IN TERMS OF FOUR INDICATORS.

0 = VERY POOR

40 = POOR

70 = SATISFACTORY

90 = GOOD

100 = VERY GOOD

QUESTIONSANSWERSSCORING

1. Did the company meet the stipulated urgent response timeframes? YES/NO.

2. In terms of quality, were there any call backs on tasks completed? YES/NO.

3. Did their conduct reflect high levels of professionalism? YES/NO.

4. Was the level of service rendered by the bidder satisfactory for the duration of the period under review? YES/NO.

TOTAL SCORE

TOTAL AVERAGE SCORE

(TOTAL SCORE/4)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNATURE.....

DATE.....

COMPANY STAMP OF
CONTACTABLE REFERENCE

C3.2 Performance Evaluation Checklist

This document is included purely for reference purposes

Issued: «Date»

SCM database No: «SuppNo»

SUPPLY CHAIN MANAGEMENT

VENDOR PERFORMANCE - COMPLETION FORM

To be completed in respect of all procurement transactions in excess of R 30,000.00 and submitted to the Supply Chain Management Unit by the applicable Department responsible on completion of the contract or every quarter for term contracts

Please note that this document is compulsory and must be signed off by the requesting user department to ensure that goods and services meet the company's expectations in respect of Quality/Quantity/Delivery/etc. In the event that the supplier is rated lower than 18 points out of a possible of 25 (72%), they must be consulted and when agreed on the final rating, sign this document as proof of consultation.

This information is intended to assist with the CTICC's "Supplier Performance Management System" and future good relations between the departments and the suppliers of goods or services. Corrective measures must be indicated for any negative reporting in this document as well as the actions agreed upon to avoid any similar future recurrence.

I, in my capacity as
NAME + SURNAME

and on behalf of «SuppName» and
NAME OF FIRM / SUPPLIER

I, «Official», on behalf of the Cape Town International Convention Centre hereby agree to the content of this document.

Performance of Service / Product under consideration: Tender / Quotation No: «TenderID»

Description: «TenderA»«TenderB»«TenderC»

Department: «Metro» / «Service» / «Department»

Perceptions of service quality: See reverse for rating criteria.

CATEGORY:		Rating:
1.	Project management and control	
2.	Communications	
3.	Flexibility	
4.	Capability	
5.	Delivery	
If the total rating point is less than 18, corrective measures must be taken.		

Ind.	Evaluation Matrix
1	01-05 = NOT RECOMMENDED
2	06-10 = POOR
3	11-15 = AVERAGE
4	16-20 = SATISFACTORY
5	21-25 = EXCELLENT

Corrective measures agreed upon? (If any)

.....
.....

.....
NAME + SURNAME
FOR AND ON BEHALF OF SUPPLIER:

.....
SIGNATURE

.....
DATE

.....
NAME + SURNAME
FOR AND ON BEHALF OF CTICC:

.....
SIGNATURE

.....
DATE

SUPPLIER PERFORMANCE ASSESSMENT

Performance area	Ranking				
Project management and control	➤ Non-existent or inadequate project management ➤ No evidence of formal controls in place	➤ Project manager identified. ➤ Simple project plan in place, no evidence of update/use ➤ Reliance on individuals rather than process ➤ Haphazard controls	➤ Project manager and team identified. ➤ Project plan in place but limited evidence of update/use ➤ Project team managed through meetings – no use of tools. ➤ Inconsistent change control	➤ Project manager has formal ownership of project and team. ➤ Single point of accountability for decisions ➤ Formal project management processes followed. ➤ Rigorous change control	➤ Full and accountable project management process ➤ Detailed and controlled processes ➤ Full visibility of progress, issues and changes
Score	1	2	3	4	5
Communication	➤ Difficult to contact or obtain a response. ➤ Evidence of poor internal communications ➤ Response regularly inadequate	➤ Regular communications but often incomplete ➤ Response to queries inconsistent ➤ Reactive	➤ Fairly rapid response to queries ➤ Generally complete responses, but clarification often required	➤ Effective communications and relationships ➤ Generally proactive and complete responses ➤ Little clarification required	➤ Excellent, open relationship ➤ Complete response to queries ➤ Pro-active and anticipates issues
Score	1	2	3	4	5
Flexibility	➤ Inflexible and reliant on contract	➤ Some willingness to be flexible, but only short-term	➤ Willing to be flexible around project demands over medium term	➤ High degree of flexibility around project and contract matters	➤ Completely open and flexible – joint partnering arrangement focused on project
Score	1	2	3	4	5
Capability	➤ Inadequate capability ➤ Consistently missing critical deadlines or milestones ➤ Multiple design or production errors	➤ Poor capability ➤ Some missing of critical deadlines or milestones ➤ Design or production errors not satisfactory	➤ Satisfactory capability ➤ Almost no missing of critical milestones or deadlines ➤ Design or production errors not critical	➤ Good capability ➤ No missing of critical milestones or deadlines ➤ Virtually no design or production errors	➤ Excellent capability ➤ No missing of any project milestones or deadlines ➤ No design or production errors
Score	1	2	3	4	5
Delivery	➤ Frequently capacity constrained resulting in significant schedule problems. ➤ Expediting regularly required	➤ Some capacity constraints with some impact on schedule ➤ Some expediting required	➤ Generally unconstrained and able to meet schedule. ➤ Limited expediting required	➤ Regular deliveries on schedule ➤ Limited capacity to reschedule to meet project changes. ➤ Little or no expediting required	➤ Established track record of deliveries. ➤ Capacity to reschedule to meet project changes. ➤ No expediting required
Score	1	2	3	4	5