

TENDER NO. CTICC 004/2027

TENDER

FOR THE

PROVISION OF LANDSCAPING AND MAINTENANCE SERVICES

(RETURNABLE DOCUMENT)

NAME OF TENDERER:	
TOTAL BID PRICE (INC. VAT) <i>(Refer to page 66):</i>	
B-BBEE LEVEL CLAIMED:	
LOCALITY POINTS:	
CIDB GRADING:	

APPROVED AND ISSUED BY:

ZANDA VAN ROOYEN

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

PHYSICAL ADDRESS – CTICC 1:

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

SEPTEMBER 2026

PHYSICAL ADDRESS – CTICC 2:

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

POSTAL ADDRESS:

PO BOX 8120, ROGGEBAAI, 8012

Issued By:	Zanda van Rooyen	Authorised by:	Wayne de Wet	Date Reviewed:	2024/02/27
Tender No:	CTICC 004/2027	Reference No.	SCM-08	Revision No.	09
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CONTEXTUALISING THE CTICC

The CTICC is a leading convention centre in South Africa and on the African continent hosting 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 develop solutions, the CTICC's commitment to client centricity, service excellence and sustainability has contributed to the retention of its 5-star tourism rating, as well as the achievement of seven recent industry awards.

Since opening its doors 22 years ago, the Centre has contributed to economic opportunity through its role in hosting business events. It acts as a catalyst for social change, supporting 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 and Governance (ESG) principles, while delivering high-quality client and guest experiences.

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

- Accelerating economic prosperity, opportunity, inclusivity, creativity and innovation
- Enabling Africa's smartest community of creativity, opportunity, sustainability and excellence
- Establishing and activating 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 lies in providing consistent quality services and being socially relevant by intentionally facilitating, supporting or managing programmes, projects or activities that benefit society."

During the 2024/2025 financial year, the CTICC contributed positively to the national and provincial economies. Its contribution to the South African Gross Domestic Product (GDP) was R8.7bn, while the Western Cape Gross Geographic Product (GGP) was R7.9bn. Since the CTICC opened its doors in 2003, it has contributed R75.6bn to the GDP and almost R65.9bn to the GGP. On top of this, the CTICC created or sustained 15 528 jobs nationally in the 2025 financial year. During the same period, 79.4% of total procurement was spent on locally based service providers, of which 51% were women-owned enterprises.

As a municipal entity, the CTICC is committed to implementing procurement policies and the award of bids that promote the advancement of persons or categories of persons disadvantaged by unfair discrimination. For this purpose, specific preference points are allocated as prescribed. All companies are required 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 TENDER

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Part T2: Returnable Documents

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T1.1 Tender Notice and Invitation to Tender

THE CAPE TOWN INTERNATIONAL CONVENTION CENTRE INVITES TENDERS FOR TENDER NO. CTICC 004/2027: PROVISION OF LANDSCAPING AND MAINTENANCE SERVICES

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

BID NUMBER	SCORING MECHANISM	TENDER COLLECTION DETAILS			COMPULSORY BRIEFING SESSION		
		DATE	TIME	VENUE	DATE	TIME	VENUE
CTICC 004/2027: Provision of Landscaping and Maintenance Services	80/20 80 = PRICE 15 = B-BBEE STATUS 5 = LOCALITY	AS OF 04 SEPTEMBER 2026,	10H00	PLEASE REQUEST A COPY OF THE DOCUMENT VIA E-MAIL.	14 SEPTEMBER 2026	11H00	CTICC1 MEETING ROOM 1.41

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

It is estimated that tenderers must have a CIDB contractor grading designation of **3SH** or higher.

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

- **"TENDER NO. CTICC 004/2027 – Enquiries"**
 - General Enquiries: Tenders Department at tender4@cticc.co.za.

Bidders not registered on the CTICC Database, or the Central Supplier Database are not precluded from submitting tenders but must be registered prior to the adjudication date of the offers to be responsive.

Physical tender documents can be purchased in cash, at a non-refundable fee of R 200 per document and can be collected directly from the supply chain office as of the dates indicated above. Please reserve yourself a set of tender documents, by sending an email to the above-mentioned email address. Preferably, tender documents must be requested electronically, free of charge, by sending a request to the above email address. Alternatively tender document can be downloaded from the website: www.cticc.co.za.

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 **Tender box 1** situated at the reception area on the ground floor of the Cape Town International Convention Centre 1 (No. 1 Lower Long Street, Convention Square, Foreshore, Cape Town).

CLOSING DATE AND TIME FOR BID: MONDAY, 21 SEPTEMBER 2026 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 Tender Data.

T1.2 Tender Data

Clause Num.									
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Board Notice No. 423 of 2019 published in Government Gazette No. 42622 of 08 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of the Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above-mentioned Standard Conditions of Tender.								
C.1.1.	The employer is the Cape Town International Convention Centre (CTICC).								
C.1.2.	For this contract the three-volume approach is adopted. The three volume procurement documents issued by the employer comprises the following: <u>Volume 1: Tendering procedures</u> T1.1 – Notice and invitation to tender T1.2 – Tender 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 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee <u>Part C2: Pricing data</u> C2.1 – Pricing instructions C2.2 – Pricing Schedule <u>Part C3: Scope of work</u> C3 – Scope of work <u>Part C4: Site information</u> C4 – Site information National Treasury General Conditions of Contract								
C.1.3.2	Replace with: All of the items listed in C1.2 shall form part of the contract.								
C.1.4.	The CTICC' s representative/agent: <table border="1"> <tr> <td>Name</td><td>Rick Venter</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>Tender4@cticc.co.za</td></tr> </table> Add: Attention is drawn to the fact that verbal information given by the CTICC's representative prior to the close of tenders will not be regarded as binding on the CTICC. Only information issued formally by the CTICC in writing to tenderers will be regarded as binding.	Name	Rick Venter	Capacity	SCM Practitioner	Tel.	021 410 5000	Email	Tender4@cticc.co.za
Name	Rick Venter								
Capacity	SCM Practitioner								
Tel.	021 410 5000								
Email	Tender4@cticc.co.za								

Clause Num.	
C.1.5.1	Replace with: An organ of state may, before the award of a tender, cancel a tender invitation 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 tender is received; or (d) there is a material irregularity in the tender process.
C.1.6.2.	The competitive negotiation procedure will not apply.
C.1.6.3.	The procedure using the two stage-system will not apply.
C.2.1.	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: a) Only those tenderers who are registered with the CIDB or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated. It is estimated that tenderers must have a CIDB contractor grading designation of 3SH or higher. b) Only those tenderers who are registered on the CTICC - and CSD Supplier Databases as a service provider, prior to the adjudication of tenders are eligible to have their tender evaluated. The CTICC will only enter a formal contract with a tenderer who is registered on both Supplier Databases.
C.2.2.2	The cost of the tender documents charged by the Employer shall be R200. Alternatively, the tender document can be made available electronically at no cost to the tenderer, by contacting the representative listed in the Invitation to Tender T1.1.
C.2.6.	Notwithstanding the lack of any formal acknowledgement of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.2.7	The date, time and venue of the clarification meeting / briefing session are as per Invitation to Tender T1.1. Where the clarification meeting / briefing session is indicated as compulsory, tenders will only be considered by entities who have attended the meeting and whose names appear on the attendance list. Should a tenderer be 15 minutes late to the compulsory meeting, the tenderer will be regarded as not having attended.
C.2.8	Clarification of the tender documents may be requested, if necessary, by notifying the CTICC up to two (2) working days before the closing date and time stated in the Invitation to Tender T1.1.
C.2.9	The employer shall not award a contract to any tenderer that does not hold valid public liability providing cover in respect of each claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed insurance cover should he/she be awarded the contract, must be submitted with the tender. The necessary proof of insurance must be submitted with the tender offer prior to the evaluation of the tender. For further details please refer to Schedule 9.
C.2.12	Alternative tender offers will not be considered.
C.2.13.2	The tender document shall be submitted in its entirety, in writing using non-erasable ink .
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies .
C.2.13.4	All parts of the tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full

Clause Num.	
	appraisal of its functioning. If tendering as a Joint Venture, the Joint Venture Agreement must be submitted with the tender document detailing the <u>split of responsibilities</u> in terms of the tender specifications, i.e. percentage of work to be performed by each partner.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated or is submitted in the incorrect tender box.
C.2.13.10	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender no. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before the closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at reception adjacent to the tender box. The tender box is located at CTICC 1 Reception (No.1 Lower Long Street, Convention Square, Foreshore, Cape Town). <u>Tender Box No. and Location:</u> Tender Box No. 1 CTICC 1 Reception (No.1 Lower Long Street, Convention Square, Foreshore, Cape Town). <i>The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.</i>
C.2.15	The closing date and time is as per that stated in the Tender Notice T1.1.
C.2.16	The tender offer(s) will be valid for acceptance for a period of 90 days after the closing time. Note that bids shall remain valid for acceptance for a period of six (6) months after the expiry of the original validity period unless the CTICC is notified in writing to the contrary by the bidder.
C.2.17	A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.
C.2.19	Any requests for clarification, inspections, tests and analysis must be directed to the Enquiries representative listed on the Tender Invitation T1.1 by no later than two (2) working days before the closing date of the tender.
C.2.23.1	<u>Tax Clearance Certificate</u> Tenderers must be registered and in good standing with the South African Revenue Service (SARS) and must submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations. Alternatively, tenderers may submit the tax compliance PIN issued by SARS and grant authority to the Employer to verify the tenderer's tax compliance status via eFiling. Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.
C.2.23.2	<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.
C.3.5	Not Applicable
C.3.8.1	The CTICC will determine, after opening and before detailed evaluation, whether each tender offer was properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender data and relevant documents.

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C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CTICC's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the CTICC's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. The CTICC may reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.8.3	Tenders may be considered non-responsive if, inter alia: a) the tenderer does not comply with the eligibility criteria. b) the tenderer, or any of its directors or shareholders are in the service of the state. c) the tenderer's tax matters are not in order. d) the tenderer 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. e) the tenderer has: 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 tenderer has completed the Compulsory Declaration and there are conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the CTICC or potentially compromise the tender process. g) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request. h) the tenderer tenders the incorrect pricing information. i) if the Form of Offer and Acceptance and/or Pricing Schedule has not been signed. j) the tenderer has failed to achieve the minimum score for functionality/quality. k) the tenderer has failed to complete, sign and return all the returnable schedules. l) if the tender offer is not submitted on the Pricing Schedule and Form of Offer and Acceptance bound into this tender document (or in a similar format). m) if the tender is not completed in non-erasable ink. n) all schedules are not duly completed as such and proof handed in as required. o) the tenderer 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 tenderer 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 tender data.
C.3.9.1	a) Where there is a discrepancy between the amounts in words and amounts in figures, the arithmetic sum of the line items shall govern.
C.3.9.4	a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the product of the unit rates and quantities shall govern, and the tenderer will be asked to revise the tendered total of the prices.

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C.3.11.1	In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality. The minimum score for quality/functionality is 70. Tenderers that fail to achieve the minimum score for quality/functionality will be rejected. The Quality/Functionality evaluation shall be scored independently by more than one evaluator in accordance with the following criteria and points: <table border="1"> <thead> <tr> <th>CRITERIA</th><th>MAXIMUM POINTS</th></tr> </thead> <tbody> <tr> <td>1 Tenderer's Experience</td><td>70</td></tr> <tr> <td>2 Experience of Key Staff</td><td>15</td></tr> <tr> <td>3 Quality Control Procedures and Practices</td><td>15</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> Each evaluation criteria will be assessed in terms of five indicators (unless indicated otherwise in the relevant schedules) – non-compliant, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated too 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 quality/functionality.	CRITERIA	MAXIMUM POINTS	1 Tenderer's Experience	70	2 Experience of Key Staff	15	3 Quality Control Procedures and Practices	15	TOTAL	100
CRITERIA	MAXIMUM POINTS										
1 Tenderer's Experience	70										
2 Experience of Key Staff	15										
3 Quality Control Procedures and Practices	15										
TOTAL	100										
C.3.13	The CTICC will, subject to the relevant prescripts and after completion of the eligibility and responsiveness tests and risk analysis, accept the tender offer if in the opinion of the CTICC, it does not present any risk and only if the tenderer: 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 tender data; and vii) is able, in the opinion of the CTICC, to perform the contract free of conflicts of interest.										
C.3.17	1 copy										
C.3.19	Evaluation of tender offers The method of evaluation shall be Method 2. The above evaluation shall be done in terms of the CTICC Preferential Procurement Policy. Method 2: Functionality, Price and Preference In the case of a functionality, price and preference: 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender evaluation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system as prescribed in the CTICC Preferential Procurement Policy.										

Clause Num.	
C.3.20	Notification of award 1. The CTICC will notify the successful tenderer of the CTICC's acceptance of his tender offer by issuing of a Successful Letter before the expiry of the validity period stated in the tender data or agreed additional period. 2. After the successful tenderer has been notified of the CTICC's acceptance of the tender, notify other tenderers that their offers have not been accepted, subject to an objection or complaint period of 14-days as stipulated in SCM Regulation 49.
C.3.21	Negotiations with preferred tenderers As stipulated in SCM Regulation 24, the CTICC may negotiate the final terms of the contract with tenderers identified through a competitive tendering process as preferred tenderers. Minutes of any such negotiations shall be kept for record purposes.
C.3.22	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 tender document
C.3.23	Imbalance in tendered rates In the event of tendered rates or lump sums being declared by the Employer 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 Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price. Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.
C.3.24	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 because 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 (e) adverse assurance (e.g. due diligence) report outcomes. Where any of the above risks are identified, the CTICC will provide the supplier with an opportunity to submit representation.
C.3.25	Data Protection in terms of the Protection of Personal Information Act (POPIA) 1. 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. 2. 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. 3. 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

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	of the supplier/bidder's intention to submit offers/quotations to render services/goods to the CTICC. 4. 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. 5. 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. 6. 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.
4.22	The CTICC has set a zero-tolerance level for the following risk categories: a. Financial – Fraud, Corruption and theft b. Cyber security c. Loss of life d. Occupational health and safety.

List of Returnable Documents

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

T2.1.1. Returnable Schedules required for tender evaluation purposes

	Pages
1 : BID SUBMISSION CHECKLIST	14
2 : COMPULSORY DECLARATION	15
3: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)	22
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C3.1: SCOPE OF WORKS	68
C3.2: PERFORMANCE EVALUATION CHECKLIST	77

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	
6	Record of addenda to tender documents	
7	Proposed amendments and qualifications by tenderer	
8	Insurance	
9	Minimum Requirements	
10	Tenderer's Experience	
11	Experience of Key Staff	
12	Quality Control Procedures and Practices	
13	Schedule of Sub-contractors	
C1.1	Form of Offer and Acceptance	
C2.2	Pricing Schedule	
C3.3	Performance evaluation checklist	

SCHEDULE 2: COMPULSORY DECLARATION

The following particulars must be furnished.

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 April 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: |

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

*(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? (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 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, 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 Province | ☐ 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 | |

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 YES, 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)

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. In 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 nor, 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 entity or constitution 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 provincial legislature.
- b) "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) "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) "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.

SIGNED ON BEHALF OF TENDERER:

FULL NAME AND SURNAME:

DATE:

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 tender will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer.
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer.
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender.
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
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 a tender.
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
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 tender relates.
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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 TENDERER:

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 tenders but must however be registered prior to the adjudication of tenders in order for their tenders 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 TENDERER:</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 tenders evaluated. The employer 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: PREFERENCING 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:
- 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
 - the 90/10 system for acquisition of goods or services with a Rand value above R50 000 000 (all applicable taxes included).
 - the 80/20 system for income-generating contracts with a Rand value equal to or below R50 000 000 (all applicable taxes included); and
 - the 90/10 system for income-generating contracts with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The purpose of this bid is for the acquisition of goods or services contract, 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 Province
- 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 PROVINCE	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 tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender 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 Tender”** means a document of the procedures, the way those engaged in the procurement process are to behave, the obligations of the tenderer and the undertakings of the CTICC. The Conditions of Tender are included in the tender document and distinct from the General Conditions of Contract and the Special Conditions of Contract.
- (i) **“Consortium or 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 a tender.
- (k) **“EME”** means an Exempted Micro Enterprise in terms of a Code of Good Practice on Black Act.
- (l) Economic Empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment **“Functionality”** means the measurement according to predetermined norms, as set out in the tender 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 tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
- (n) **“Locality”** means the local suppliers and/or service providers that resides within the provincial boundaries.
- (o) **“Lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
- (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) An 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 Programme 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) **“Tender”** 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) **"Tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (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

2.1. POINTS AWARDED FOR PRICE

2.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR THE ACQUISITION OF GOODS OR SERVICES

A maximum of 80 or 90 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

3. POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. 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 B-BBEE status level & locality 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

- 3.2. In cases where it is unclear whether the 80/20 or 90/10 preference points system applies, the CTICC will, in terms of clause 3.1(b) of the CTICC Preferential Procurement Policy, stipulate in the bid documents, in the case of-

- a) an invitation to bid for income-generating contracts, that either the 80/20 or 90/10 preference points system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- b) any other invitation to bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

4. ADJUDICATION BY USING THE PREFERENCE POINTS SYSTEM

- 4.1. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.
- 4.2. Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3. Points scored will be rounded off to 2 decimal places.
- 4.4. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- 4.5. If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.
- 4.6. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.
- 4.7. **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.)

4.8. LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 4.1

Locality: _____ (maximum of 5 points)

5. SUB-CONTRACTING

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

(Tick applicable box)

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

- 5.1.1. 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	
-----	--	-----	--	-----	--

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

- 6.1. Name of company/firm:.....
- 6.2. VAT registration number:.....
- 6.3. Company registration number:.....
- 6.4. 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]

6.5. 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]

6.6. COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7. MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

6.8. Total number of years the company/firm has been in business:.....

6.9. 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 because of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered because 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 TENDERER:</u>			
WITNESS 1:		WITNESS 2:	

SCHEDULE 6: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

*Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 7: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

The Tenderer's attention is drawn to clause C.3.8.2 of the Tender Data regarding the Employer'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 Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 8: INSURANCE

The tenderer is referred to C.2.9 of the Tender Data and shall state below details of the insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed **public liability** insurance cover **of at least R10 million** should he/she be awarded the contract, **must** be appended to this schedule.

INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

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

SCHEDULE 9: 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.	Bidders must submit proof of valid membership with either the South African Landscapers Institute (SALI) , <u>or</u> the South African Council for the Landscape Architectural Profession (SAC LAP) , <u>or</u> the Institute for Landscape Architecture in South Africa (ILASA) .				Proof of Membership
2.	Bidders must submit proof of a valid Letter of Good Standing from the Compensation Commissioner. A Letter of Good Standing is a document that act as a form of security stating that the South African Workman's Compensation Fund will pay for any work-related injuries and illnesses. Any employer who has one or more employees under them is required by law to register with the WCA (Workers Compensation Assistance).				Valid Letter from the Workman's Compensation Commissioner
3.	Bidders must have a fully operational local office/site within a 60km radius from the CTICC, through which all communication with the CTICC will flow, and from where most of the work in terms of this tender/contract will be carried out. Please indicate the address on the Table in Schedule 9.1 and attach a copy of the municipal account or lease agreement as proof thereof.				Schedule 9.1 to be completed + Proof of address to be submitted: Municipal Account / Copy of Lease Agreement

SCHEDULE 9.1: PROOF OF LOCAL OFFICE

PROOF OF LOCAL OFFICE	
Company Name:	
Address: (Within 60km radius from the CTICC)	
Municipal Account Number: (if applicable)	
Proof:	Proof Attached (Please mark off which is applicable and if attached)
Lease agreement (if property is being rented)	
Municipal account (if property is owned by the company)	

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 10: TENDERER'S EXPERIENCE

The following criteria will be used to calculate points for functionality in terms of the Tenderer'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
TENDERER'S EXPERIENCE	<u>Comprehensive Portfolio:</u> Bidders must submit a portfolio indicating their current and previous experience in the rendering of Landscape and Maintenance services of a similar scope of work over the past 36 months (Three Years). Bidders must demonstrate the total Number of contracts of similar Landscaping Maintenance of R500 000 or more per contract during the specified period.	35
	<u>Contactable References:</u> Bidders must set out in the attached contactable reference sheets the details of at least 3 contactable references of current or completed contracts, with reference to the rendering of landscaping and maintenance service similar to the scope of work, over the past 36 months, to the value of R500 000, or greater per contract per annum. The contactable references must be willing to answer the stated questions and score the bidder accordingly in terms of their performance. The CTICC will liaise with the stated referees to verify the authenticity of the submitted scoring. Only those reference sheets of an average score of "Satisfactory" (i.e. scoring 70% or more) will be considered. Where applicable bidders who have previously conducted business with the CTICC may list the CTICC as a reference or completed contract. Reference letters will not be accepted as contactable references without a completed Contactable Reference Sheet, as provided in the tender documents, will be accepted	35

The following is important to note:

- 1) This section counts **70** 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 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 tender are known to be false, the CTICC will reserve the right not to award points and/or cancel the tender 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 to score this schedule.

LIST OF CURRENT AND COMPLETED CONTRACTS

1.	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	
2.	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	
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	
	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	
9	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	

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

CONTACTABLE REFERENCE NUMBER 1				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
INFORMATION OF THE REFERENCE'S ORGANISATION				
Name of Company:				
Contact Person:				
Designation / Position:				
Contact Details:				
Tel nr:				
Cell nr:				
Email:				
DESCRIPTION OF SERVICE RENDERED		VALUE OF CONTRACT (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)		
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	40	70	90	100
VERY POOR	POOR	SATISFACTORY	GOOD	VERY GOOD
No.	QUESTIONS		ANSWERS (YES/NO)	SCORING
1	In terms of quality, were there any call backs on tasks completed?			
2	Did the company meet the stipulated urgent response timeframes?			
3	Did their conduct reflect high levels of professionalism?			
4	Was the level of service rendered by the bidder satisfactory for the duration of the period under review?			
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
<u>Declaration by Contactable Reference</u> 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.				
<u>Comment:</u> 				
SIGNATURE/COMPANY STAMP:			DATE:	

CONTACTABLE REFERENCE NUMBER 2				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
INFORMATION OF THE REFERENCE'S ORGANISATION				
Name of Company:				
Contact Person:				
Designation / Position:				
Contact Details:				
Tel nr:				
Cell nr:				
Email:				
DESCRIPTION OF SERVICE RENDERED		VALUE OF CONTRACT (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)		
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	40	70	90	100
VERY POOR	POOR	SATISFACTORY	GOOD	VERY GOOD
No.	QUESTIONS		ANSWERS (YES/NO)	SCORING
1	In terms of quality, were there any call backs on tasks completed?			
2	Did the company meet the stipulated urgent response timeframes?			
3	Did their conduct reflect high levels of professionalism?			
4	Was the level of service rendered by the bidder satisfactory for the duration of the period under review?			
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
<u>Declaration by Contactable Reference</u> 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.				
<u>Comment:</u> 				
SIGNATURE/COMPANY STAMP:			DATE:	

CONTACTABLE REFERENCE NUMBER 3				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
INFORMATION OF THE REFERENCE'S ORGANISATION				
Name of Company:				
Contact Person:				
Designation / Position:				
Contact Details:				
Tel nr:				
Cell nr:				
Email:				
DESCRIPTION OF SERVICE RENDERED		VALUE OF CONTRACT (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)		
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	40	70	90	100
VERY POOR	POOR	SATISFACTORY	GOOD	VERY GOOD
No.	QUESTIONS		ANSWERS (YES/NO)	SCORING
1	In terms of quality, were there any call backs on tasks completed?			
2	Did the company meet the stipulated urgent response timeframes?			
3	Did their conduct reflect high levels of professionalism?			
4	Was the level of service rendered by the bidder satisfactory for the duration of the period under review?			
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
<u>Declaration by Contactable Reference</u> 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.				
<u>Comment:</u> 				
SIGNATURE/COMPANY STAMP:			DATE:	

CONTACTABLE REFERENCE NUMBER 4				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
INFORMATION OF THE REFERENCE'S ORGANISATION				
Name of Company:				
Contact Person:				
Designation / Position:				
Contact Details:				
Tel nr:				
Cell nr:				
Email:				
DESCRIPTION OF SERVICE RENDERED		VALUE OF CONTRACT (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)		
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	40	70	90	100
VERY POOR	POOR	SATISFACTORY	GOOD	VERY GOOD
No.	QUESTIONS		ANSWERS (YES/NO)	SCORING
1	In terms of quality, were there any call backs on tasks completed?			
2	Did the company meet the stipulated urgent response timeframes?			
3	Did their conduct reflect high levels of professionalism?			
4	Was the level of service rendered by the bidder satisfactory for the duration of the period under review?			
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
<u>Declaration by Contactable Reference</u> 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.				
<u>Comment:</u> 				
SIGNATURE/COMPANY STAMP:			DATE:	

CONTACTABLE REFERENCE NUMBER 5				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
INFORMATION OF THE REFERENCE'S ORGANISATION				
Name of Company:				
Contact Person:				
Designation / Position:				
Contact Details:				
Tel nr:				
Cell nr:				
Email:				
DESCRIPTION OF SERVICE RENDERED		VALUE OF CONTRACT (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)		
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	40	70	90	100
VERY POOR	POOR	SATISFACTORY	GOOD	VERY GOOD
No.	QUESTIONS		ANSWERS (YES/NO)	SCORING
1	In terms of quality, were there any call backs on tasks completed?			
2	Did the company meet the stipulated urgent response timeframes?			
3	Did their conduct reflect high levels of professionalism?			
4	Was the level of service rendered by the bidder satisfactory for the duration of the period under review?			
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
<u>Declaration by Contactable Reference</u> 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.				
<u>Comment:</u> 				
SIGNATURE/COMPANY STAMP:			DATE:	

CONTACTABLE REFERENCE NUMBER 6				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
INFORMATION OF THE REFERENCE'S ORGANISATION				
Name of Company:				
Contact Person:				
Designation / Position:				
Contact Details:				
Tel nr:				
Cell nr:				
Email:				
DESCRIPTION OF SERVICE RENDERED		VALUE OF CONTRACT (I.E. THE SERVICE PROVIDED) INCLUSIVE OF VAT (RAND)		
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	40	70	90	100
VERY POOR	POOR	SATISFACTORY	GOOD	VERY GOOD
No.	QUESTIONS		ANSWERS (YES/NO)	SCORING
1	In terms of quality, were there any call backs on tasks completed?			
2	Did the company meet the stipulated urgent response timeframes?			
3	Did their conduct reflect high levels of professionalism?			
4	Was the level of service rendered by the bidder satisfactory for the duration of the period under review?			
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
<u>Declaration by Contactable Reference</u> 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.				
<u>Comment:</u> 				
SIGNATURE/COMPANY STAMP:			DATE:	

The scoring of the tenderer's experience will be as follows:

a) Comprehensive Portfolio

Non-compliant (Score 0%)	The bidder has listed no qualifying contracts.
Poor (Score 40%)	The bidder has only listed 1 to 2 qualifying contracts each to the value of R500 000 or greater per annum over the past 36 months.
Satisfactory (Score 70%)	The bidder has listed 3 to 4 qualifying contracts, each to the value of R500 000 or greater per annum over the past 36 months.
Good (Score 90%)	The bidder has listed 5 to 7 qualifying contracts, each to the value of R500 000 or greater per annum over the past 36 months.
Very good (Score 100%)	The bidder has listed 8 or more qualifying contracts, each to the value of R500 000 or greater per annum over the past 36 months

b) Contactable References

Non-compliant (Score 0%)	The bidder has listed no relevant satisfactory references.
Poor (Score 40%)	The bidder has listed 1 to 2 contactable reference that scored an average score of Satisfactory.
Satisfactory (Score 70%)	The bidder listed 3 contactable references that scored an average score of Satisfactory.
Good (Score 90%)	The bidder listed 4 to 5 contactable references that scored an average score of Satisfactory.
Very good (Score 100%)	The bidder listed 6 or more contactable references that scored an average score of Satisfactory.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 11: 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 confirms that a minimum staff complement personnel relevant to the scope of contract is assigned to this project in accordance with Clause 5.1.15. All personnel listed must be in the employ of the company at the time of tender submission. For non-South African employees, a valid work permits must be provided and remain valid for the duration of the contract. The Key Staff to be listed and the number of points allocated per member is as follows: a) Landscaping Manager (10 Points) b) Supervisor (5 Points) Each key staff member will be evaluated individually, using the scoring matrix below, where after the key staff member's score will be summed reflecting the bidder's total score for this section. The bidder must list and attach the ID's, CVs and qualifications of all the assigned personnel as required in terms of clause C3.1.5.1.15 (Staff Requirements) experience of key staff for provision of Landscaping and Maintenance Service.	15

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 **15** 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 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 criterion.
- 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 tender are known to be false, the CTICC will reserve the right not to award points and/or cancel the tender 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

1. Bidders must ensure that all the information requested below is provided in detail and in the format required. The information listed in the schedule will be subject to evaluation based on the scoring table provided herewith. It is imperative for bidders to be cognizant of the specified scores outlined in the evaluation criteria. 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 and will be considered as non-responsive.
2. Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the evaluation of the tender are known to be false, the CTICC will reserve the right not to award points and/or cancel the tender and/or execute any other remedy allowed by law.
3. It is the responsibility of each bidder to familiarize themselves with the evaluation process and scoring table, thereby ensuring the competitiveness and responsiveness of their submitted proposals. Any inquiries or requests for clarification regarding the evaluation process should be directed to the designated contact person, as specified in the bid documentation.
4. Bidders are encouraged to thoroughly review and align their submitted information with the specified scoring parameters to ensure compliance with the responsiveness criteria.

LANDSCAPING MANAGER (10 POINTS)

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	

SUPERVISOR (5 POINTS)

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%)	No information to determine the scoring.
Poor (Score 40%)	The key staff member has less than 2 years relevant experience as required by the scope of works.
Satisfactory (Score 70%)	The key staff member has 2 to 4 years relevant experience as required by the scope of works.
Good (Score 90%)	The key staff member has 5 to 7 years relevant experience as required by the scope of works.
Very good (Score 100%)	The key staff member has 8 or more years relevant experience as required by the scope of works.

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

<u>SIGNED ON BEHALF OF TENDERER:</u>	
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SCHEDULE 12: QUALITY CONTROL PROCEDURES AND PRACTICES

The following criteria will be used to calculate points for functionality in terms of the Quality Control Procedures and Practices, 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
QUALITY CONTROL PROCEDURES & PRACTICES	The bidders must submit a detailed quality (ISO 9001:2015), environmental (ISO 14001:2015) and OHSAS 45001:2018 plan that will address the procedures & practices that will be followed in terms of the implementation of the scope of work. It is mandatory for bidders to attach to this schedule as part of the tender submission requirements, their valid ISO certification for the following standards and compliance (if applicable): 1. Management Plan 2. ISO Certification 9001: Quality Management Systems 3. ISO Certification 14001: Environment Management Systems 4. OHSAS Certification 45001: Occupational Health and Safety	15

The following is important to note:

- 1) This section counts **15** 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 that criterion.
- 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 tender are known to be false, the CTICC will reserve the right not to award points and/or cancel the tender 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 quality control procedures & practices will be as follows:

Non-compliant (score 0%)	No quality control procedures and/or quality management plan,
Poor (score 40%)	Quality control procedures and plan are unlikely to ensure compliance with the CTICC' s requirements, which does not include a quality management plan which details how landscaping and office/building plants will be maintained and reported to CTICC.
Satisfactory (score 70%)	Quality control procedures and plan are likely to ensure compliance with the CTICC' s requirements, which include a quality management plan which details how landscaping and office/building plants will be maintained and reported to CTICC. Bidder has at least one of the following valid ISO related certifications: ISO 9001, ISO 14001 and ISO 45001.
Good (score 90%)	Quality control procedures and plan are likely to ensure compliance with the CTICC' s requirements, which include a quality management plan which details how landscaping and office/building plants will be maintained and reported to CTICC. Bidder has at least two of the following valid ISO related certifications: ISO 9001, ISO 14001 and ISO 45001.
Very good (score 100%)	Quality control procedures and plan are likely to ensure compliance with the CTICC' s requirements, which include a quality management plan which details how landscaping and office/building plants will be maintained and reported to CTICC. Bidder has three valid ISO related certifications: ISO 9001, ISO 14001 and ISO 45001.

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

<u>SIGNED ON BEHALF OF TENDERER:</u>	
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SCHEDULE 13: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-contractors for work in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

SUB-CONTRACTORS				
Category/ type	Sub-contractor Name/Address/Contact Person/Phone/Cell/Details of Organisation/Firm Experience	Items of work (pay items) to be undertaken by the Sub-contractor	Does the Sub- contractor's portion of the works exceed 25% of the contract amount? YES/NO	If yes , please provide a valid B-BBEE certificate / Sector-specific affidavit of the sub-contractor.

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

SIGNED ON BEHALF OF TENDERER:	
--------------------------------------	--

THE CONTRACT

Part C1: Agreements and Contract Data

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Part C2: Pricing Data

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	Pages
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C1.1 Form of Offer and Acceptance

C1.1.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of:

CONTRACT NO. CTICC 004/2027: PROVISION OF LANDSCAPING AND MAINTENANCE SERVICE

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS AS PER

SECTION C2.2: PRICING SCHEDULE IS:

Rand.....

..... (In words).

R..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization/tenderer)

Name and signature of witness Date

C1.1.2 Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer
Cape Town International Convention Centre
Convention Square
1 Lower Long Street
Cape Town

Name and signature of witness

Date

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization/tenderer)

Name and signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name address of organization) Cape Town International Convention Centre
Convention Square
1 Lower Long Street
Cape Town

Name and signature of witness Date

C1.2 Contract Data

C1.2.1 Contract Data provided by the Employer

C1.2.1.1 General Conditions of Contract

The General Conditions of Contract are the CIDB 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.

Contract Specific Data

C1.2.1.2 Employer

The Employer is Cape Town International Convention Centre Company (RF) SOC (LTD).

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

The authorised and designated representative of the Employer is Mrs Zanda van Rooyen

The address for receipt of communications is:

Telephone: (021) 410 5000

Facsimile: (021) 410 5001

E-mail:

Postal Address: PO Box 8120

ROGGEBAAL

8012

Physical Address: CTICC

Convention Square

1 Lower Long Street

CAPE TOWN

8001

C1.2.1.3 Start Date

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

C1.2.1.4 Location

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider together with the site where the construction project will take place. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

C1.2.1.5 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.

C1.2.1.6 Data provided by the Service Provider

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

SIGNED ON BEHALF OF TENDERER:

C1.3 Form of Guarantee

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Cape Town International Convention Centre Company (RF) SOC (LTD)

"Contractor" means:

"Employer's Agent" means:

"Works" means: **CONTRACT NO. CTICC 004/2027: PROVISION OF LANDSCAPING AND MAINTENANCE SERVICE**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

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

Amount in words:

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works ...

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3.
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms

of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.

- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid.
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 Occupational Health and Safety Agreement

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

.....,
(Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing

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

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

C.O.I.D. ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

Witness

Mandatar

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

Witness

**for and on behalf of
CTICC**

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be always worn where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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 his 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 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 employer 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.

C2.2 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:

Tender number: CTICC 004/2027: Provision of Landscaping and Maintenance Services

Closing time: 12:00

Closing date: 21 September 2026

OFFER WILL BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF THE BID. THEREAFTER THE BID WILL REMAIN VALID FOR AN ADDITIONAL 6 MONTHS, UNLESS THE BIDDER WITHDRAWS THE BID IN WRITING.

Please note that the supply and sourcing of sundries and supplies is contestable by the CTICC and if deemed necessary, the CTICC reserves the right to compare and source prices from another supplier.

SECTION A – FIXED MONTHLY RATE (AND INDICATE ANNUAL RATE)

Kindly provide a detailed breakdown of fixed monthly fee (The fee must only include all administrative support, operational alignment, and quotation services. The rate shall be fully inclusive of all costs associated with the contract including any administration, preparation and submission of monthly reports, PPE, Equipment, etc). All other costs must be included in Sections B and C.

Description	Fixed Monthly Rate (Excl. VAT)	No. of Months	Fixed Rate Per Annum (Excl. VAT) (Carry totals forward to Section D)
YEAR 1: 01 JULY 2027 – 30 JUNE 2028	R	12	R
YEAR 2: 01 JULY 2028 – 30 JUNE 2029	R	12	R
YEAR 3: 01 JULY 2029 – 30 JUNE 2030	R	12	R

SECTION B – MONTHLY ASSIGNED STAFF RATES

(This is for 8hrs per day; Monday – Friday; Public holidays and Sundays will be on ad hoc basis depending on events and paid as per the Basic Conditions of Employment Act i.e. BCEA)

Staff	Qty	Staff Rate per Month (Excl. VAT)	Total Staff Rate per Month (Excl. VAT)	No. of Months	Total Staff Rate per Year (Excl. VAT)
	A	B	C = AxB	D	E = CxD
Year 1: 01 JULY 2027 – 30 JUNE 2028					
Manager (on call)	1			12	
Supervisor	1			12	
Gardener	3			12	
Total Staff Rate for Year 1 (Excl. VAT) Carry totals forward to Section D					

SECTION B – MONTHLY ASSIGNED STAFF RATES

(This is for 8hrs per day; Monday – Friday; Public holidays and Sundays will be on ad hoc basis depending on events and paid as per the Basic Conditions of Employment Act i.e. BCEA)

Staff	Qty	Staff Rate per Month (Excl. VAT)	Total Staff Rate per Month (Excl. VAT)	No. of Months	Total Staff Rate per Year (Excl. VAT)
	A	B	C = AxB	D	E = CxD
Year 2: 01 JULY 2028 – 30 JUNE 2029					
Manager (on call)	1			12	
Supervisor	1			12	
Gardener	3			12	
Total Staff Rate for Year 1 (Excl. VAT)					
Carry totals forward to Section D					

SECTION B – MONTHLY ASSIGNED STAFF RATES

(This is for 8hrs per day; Monday – Friday; Public holidays and Sundays will be on ad hoc basis depending on events and paid as per the Basic Conditions of Employment Act i.e. BCEA)

Staff	Qty	Staff Rate per Month (Excl. VAT)	Total Staff Rate per Month (Excl. VAT)	No. of Months	Total Staff Rate per Year (Excl. VAT)
	A	B	C = AxB	D	E = CxD
Year 3: 01 JULY 2029 – 30 JUNE 2030					
Manager (on call)	1			12	
Supervisor	1			12	
Gardener	3			12	
Total Staff Rate for Year 1 (Excl. VAT)					
Carry totals forward to Section D					

SECTION C – Monthly Consumables

(The bidder must provide a detailed list of all consumable items that may be required on an ad hoc basis during the contract period)

Year 1: 01 JULY 2027 – 30 JUNE 2028

Item No	Activity Description	Quantity	Unit Rate per month (Excl. VAT)	Total Rate per month (Excl. VAT)	No. of Months	Unit Rate per Year (Excl. VAT)
		A	B	C = AxB	D	E = CxD
1.					12	
2.					12	
3.					12	
4.					12	
5.					12	
6.					12	

SECTION C – Monthly Consumables

(The bidder must provide a detailed list of all consumable items that may be required on an ad hoc basis during the contract period)

Year 1: 01 JULY 2027 – 30 JUNE 2028

Item No	Activity Description	Quantity	Unit Rate per month (Excl. VAT)	Total Rate per month (Excl. VAT)	No. of Months	Unit Rate per Year (Excl. VAT)
		A	B	C = AxB	D	E = CxD
7.					12	
8.					12	
9.					12	
10.					12	
Total for Year 1 (Excl. VAT)						
<i>Carry totals forward to Schedule D</i>						

SECTION C – Monthly Consumables

(The bidder must provide a detailed list of all consumable items that may be required on an ad hoc basis during the contract period)

Year 2: 01 JULY 2028 – 30 JUNE 2029

Item No	Activity Description	Quantity	Unit Rate per month (Excl. VAT)	Total Rate per month (Excl. VAT)	No. of Months	Unit Rate per Year (Excl. VAT)
		A	B	C = AxB	D	E = CxD
1.					12	
2.					12	
3.					12	
4.					12	
5.					12	
6.					12	
7.					12	
8.					12	
9.					12	
10.					12	
Total for Year 1 (Excl. VAT)						
<i>Carry totals forward to Schedule D</i>						

SECTION C – Monthly Consumables

(The bidder must provide a detailed list of all consumable items that may be required on an ad hoc basis during the contract period)

Year 3: 01 JULY 2029 – 30 JUNE 2030

Item No	Activity Description	Quantity	Unit Rate per month (Excl. VAT)	Total Rate per month (Excl. VAT)	No. of Months	Unit Rate per Year (Excl. VAT)
		A	B	C = AxB	D	E = CxD
1.					12	
2.					12	
3.					12	
4.					12	
5.					12	
6.					12	
7.					12	
8.					12	
9.					12	
10.					12	
Total for Year 1 (Excl. VAT)						
Carry totals forward to Schedule D						

SECTION D – TOTAL COST FOR MAIN OFFER

SECTION	YEAR	TOTAL (Excl. VAT)	ADD VAT @ 15%	TOTAL (Incl. VAT)
SECTION A – FIXED MONTHLY RATE	Year 1: 01 JULY 2027 – 30 JUNE 2028	R	R	R
	Year 2: 01 JULY 2028 – 30 JUNE 2029	R	R	R
	Year 3: 01 JULY 2029 – 30 JUNE 2030	R	R	R
SECTION B – MONTHLY ASSIGNED STAFF RATES	Year 1: 01 JULY 2027 – 30 JUNE 2028	R	R	R
	Year 2: 01 JULY 2028 – 30 JUNE 2029	R	R	R
	Year 3: 01 JULY 2029 – 30 JUNE 2030	R	R	R
SECTION C – MONTHLY CONSUMABLES	Year 1: 01 JULY 2027 – 30 JUNE 2028	R	R	R
	Year 2: 01 JULY 2028 – 30 JUNE 2029	R	R	R
	Year 3: 01 JULY 2029 – 30 JUNE 2030	R	R	R
Total Offer (Incl. VAT)				
Carry totals forward to Front Page				

AD-HOC: SECTION E - FLORAL ARRANGEMENTS

DESCRIPTION	QUANTITY	UNIT RATE (Excl. VAT)	ADD VAT @15%	TOTAL PRICE (Incl. VAT)
Small Floral Arrangement	1			
Medium Floral Arrangement	1			
Large Floral arrangement	1			
GRAND TOTAL (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 tender for the amounts indicated above.

SIGNED ON BEHALF OF TENDERER:

C3.1 Scope of Works

C1.1.1 Purpose

C1.1.1.1 The Cape Town International Convention Centre (CTICC) requires the expertise of a landscaping maintenance service provider to provide external and internal landscaping maintenance services at the CTICC 1 and CTICC 2 premises.

C1.1.2 Background

C1.1.2.1 The CTICC has a current contract in place for the provision of landscaping and maintenance services that is coming to an end on 30 June 2027, and the intention is to appoint a service provider to start on the 1st of July 2027.

C1.1.3 Scope of Work

C1.1.3.1 The scope of work will include, but not limited to, the provision of all labour, materials, equipment, tools, and services necessary to achieve full professional lawn/landscaping, maintenance/installation at CTICC 1 and CTICC 2.

C1.1.3.2 In general, the work will include but is not limited to the following:

- a) Maintenance of lawn/landscaping areas.
- b) Fertilization scheduling and applications.
- c) Chemical scheduling and applications.
- d) Lawn/landscape bed weed control.
- e) Edging of all sidewalks, curbs, and traffic areas.
- f) Design/Installation of new landscaping on property (if needed).
- g) Maintenance and watering of all indoor plants, trees, and vegetation, and
- h) Maintenance, repair, and new installation (if required) of all irrigation systems.

C1.1.4 General

C1.1.4.1 The contract is estimated to start on 1 July 2027 and come to an end on 30 June 2030 and based on annual contract performance of the contract to be implemented at the sole discretion of the CTICC.

C1.1.4.2 Bidders must have a CIDB grading of a 3SH or higher to be eligible to tender for this contract.

C1.1.4.3 Compliance with all relevant legislations, including labour laws, health and safety, company laws, etc. is a suspensive condition to this tender. The service provider must adhere to the CTICC's internal policies and procedures as amended from time to time. The service provider must ensure that all staff supplied through them, are aware of the policies before commencing duty.

C1.1.4.4 The contract will end on 30 June 2030, subject to an annual assessment of the contract and the contractor's performance.

C1.1.4.5 A compulsory briefing session will be held on 14 September 2026 at 11:00 AM at the CTICC. A site walk will follow the briefing session on the same day.

C1.1.4.6 The CTICC subscribes to the following standards and legislation that govern its operations:

- a) ISO 22000 Food Safety Management System.
- b) ISO14001- Environmental Management.
- c) ISO 9001- Quality Management.
- d) ISO 45001- Occupational Health and Safety.
- e) Safety at Sports and Recreational Events Act.
- f) SANS 10366.
- g) Tourism Grading Council of SA (5 Star Rating),

C1.1.4.7 It is expected of the successful contractor to familiarise themselves with the requirements of these standards and to always conform to them. It is a further requirement that all relevant staff be trained in the relevant standards with specific reference to the above. The service provider is to maintain an accurate record of all incidents and on-site safety file for audit purposes.

C1.1.4.8 The Integrated Management System (IMS) drives the CTICC's ISO accreditation. Therefore, the successful service provider must enforce all aspects of this standard. The successful service provider

will be required to submit reports on landfill, water usages, recycled waste products and form part of the CTICC's ISO 14001 management and auditing process.

C1.1.5 Technical Requirements / Terms of Reference

C1.1.5.1 Landscaping Maintenance

The following provides a detailed breakdown of the scope of work.

C1.1.5.1.1 Lawn Areas

- a) All lawn areas must be mowed.
- b) All grass cuttings must be removed from the lawn areas and taken to a pre-defined,
- c) area for eventual removal.
- d) No mowing is allowed of an area that has been booked by a client. Pre-arrangements are to be made with the relevant CTICC maintenance staff member. The events schedule will be shared with the successful service provider, to ensure that all works are planned in such a way that it causes little to no disruption to the CTICC's staff and its clients.
- e) All lawn edges must be trimmed as not to allow encroachment onto curbs or footpaths.
- f) All edges must be cut with an edge trimmer or shears, not with a spade.
- g) Scarification and aeration must be done at least once a year.
- h) Top dressing must be allowed for in the event of scarification or uneven surfaces.
- i) Fertiliser must be applied as stipulated by the manufacturer.
- j) Weeding must be eradicated from immediately; a regular schedule must be adhered to.

C1.1.5.1.2 Fertilisers/Compost

- a) Fertilisers must be applied using mechanical spreaders or calibrated hand spreaders and not applied by hand.
- b) All areas must be thoroughly watered after fertilisation (this is to avoid burning and the encouragement of root penetration).
- c) The use of organic fertilisers would be preferred.
- d) Fertilisers must be applied four times per year.
- e) If cultivation occurs, the appropriate fertilisers must be used in accordance with manufacturers specifications.
- f) Key or primary areas identified by the contractor must be composted once per annum with 10mm of good quality compost.
- g) The contractor must supply good quality compost annually (quantity to be determined from initial site visit).
- h) The contractor must propose either an offsite or onsite composting solution for any garden waste for reuse in the gardens.

C1.1.5.1.3 Weed Control, Diseases, and Pests.

- a) All areas must always be kept weed free.
- b) Hand weeding must be done on a regular basis to ensure that the root system is removed.
- c) Where herbicides and pesticides are being utilised; it must be applied in accordance with the manufacturer's stipulations by a trained staff member so that no desirable plant life will be harmed.
- d) When applying herbicides, the current PPE should always be worn.
- e) A competent supervisor with a valid certificate of registration in terms of Act No. 36 of 1947 should be on site for the application of herbicides and pesticides.
- f) The successful bidder must always constantly monitor for pests and diseases on all plants.
- g) Natural organic pesticides are advisable and only if this fails, will we allow the use of chemical pesticides.

C1.1.5.1.4 Watering and Irrigation

- a) Lawn, shrubs, groundcover, and perennial areas must be watered to a minimum level of 25mm per week during winter and summer (during the rainy seasons, mechanical watering must be ceased).

- b) It is the contractor's responsibility to provide watering equipment.
- c) It is the successful bidder's responsibility to ensure that all areas receive the correct amount of hand watering.
- d) Any plants damaged by the malfunction of irrigation equipment must be replaced at the successful bidder's own cost, if not reported timeously.
- e) A daily visual maintenance check is required on the irrigation and if overwatering occurs, it must be rectified immediately.
- f) All controllers, valves, pneumatic timers, timer impulses etc. must be checked monthly to ensure batteries etc. are in working order.
- g) If timers require an upgrade or replacement, the relevant CTICC staff is to be informed immediately.
- h) In the event of any damage to any electrical wiring, the repair thereof must be done by a registered electrician in adherence with SANS 10142, and any major repairs must be done by the CTICC's electrical contractor (if required to do so).
- i) No equipment can be left lying around unattended as to impede or injure clients, other contractors, or staff.
- j) The successful contractor must adhere to local or national legislation regarding water restrictions.
- k) During cultivation, the area must receive additional watering for at least 2 months.
- l) Water basins are to be created in shrub plantings and lawn areas where they do not already exist.
- m) Existing basins must be reconstructed, maintained, and always kept weed free.
- n) Larger mature trees from stem size 75mm diameter and larger shrubbery and lawns do not require water basins.
- o) All trees not watered by existing drip irrigation systems, should be watered by hose and the basins of the tree should be filled once per week throughout the year – except during heavy rains.
- p) All drippers and sprinklers must be checked during operation to check for faults.
- q) Repairs to drippers and sprinklers must be done when necessary.
- r) All standpipes, if applicable, must be supported and aligned where required.
- s) In future, if pumps are installed, their correct operation must be checked monthly.
- t) All valves are to be watertight.

C1.1.5.1.5 Tools and Machinery

- a) It is the contractor's responsibility to supply, maintain and service all machinery required to provide landscaping on the CTICC Estate.
- b) Servicing of machinery is to be carried out in accordance with manufacturer's guidelines.
- c) All blades for tools and machinery are always to be kept sharp for the desired cut.
- d) Should any tool or machinery fall beyond repair, the contractor must replace or rent the relevant machine to ensure that all service requirements are met.

C1.1.5.1.6 Cultivation

- a) The contractor must ensure all self-seeding tree lings are removed on a regular basis.
- b) Plants and plant roots must not be damaged during cultivation.
- c) Any plants damaged during cultivation must be replaced at the contractor's own cost.
- d) Cultivation should ensure a loose, friable surface with no compaction.
- e) Any extraneous materials brought to the surface during cultivation must be removed by the contractor.
- f) Areas where die back has occurred historically or naturally, the replacement plant must be of the original type (or possibly of a suitable indigenous replacement with prior consent of the Centre management).

C1.1.5.1.7 Pruning

- a) Pruning must be carried out throughout the year to establish uniformity of appearance.
- b) Ground covers must be cut back from bed edges.
- c) Shrubs must be pruned when required.

- d) Unnecessary or dead materials, flowers and leaves must be removed immediately.
- e) Climbers and ground covers must be restricted from growing into no designated areas i.e., shrubs, trees, adjacent walls etc.
- f) Waste generated from pruning must be removed at the end of each day or stored in an enclosed area for removal the next morning as high wind conditions prevail around the CTICC Estate.

C1.1.5.1.8 Stakes, Ties, and High Wind Conditions

- a) The CTICC is situated in an area prone to damaging high wind conditions.
- b) The successful bidder must ensure that any existing, new or replacement plant life is adequately protected against extreme weather conditions.
- c) Any waste or clippings due to maintenance must be covered before removal or removed from site immediately not to allow debris from littering the area or adjacent areas.
- d) All trees must be checked once a week after all big storms.
- e) Ensure that all stakes are firm, and trees are adequately tied to the top and bottom of the stake.
- f) Tree damage caused by chafing stakes will not be permitted.
- g) Tree ties must be checked regularly and loosened or tightened where required.
- h) Stakes must be removed only when the plant is mature enough to handle extreme conditions.
- i) Any stakes rotted or rusted must be replaced by the successful bidder with prior notification to the relevant CTICC management.

C1.1.5.1.9 Indoor Planters

- a) All indoor planters where specified must be watered and fertilised as required on a regular basis.
- b) All plants must be kept clean, trimmed, and orientated to the proper light.
- c) All damaged and unsightly foliage must be removed immediately.
- d) Any damage caused by contractors, clients or CTICC staff must be reported immediately.
- e) All planters must be cleaned on a regular basis.

C1.1.5.1.10 Litter and Garden Refuse

- a) The successful bidder must ensure the surrounding and internal gardens are always free from litter.
- b) Garden waste must be removed from site.
- c) All organic waste must be taken to a composting site, if possible and certificate of disposal must be provided.
- d) All rubbish/litter (i.e., paper, cans, cigarette ends, etc.) must be removed from gardens and disposed of into bins and skips provided at the CTICC's waste area.
- e) The CTICC's ISO policies ensure that waste must always be separated, and the successful bidder must adhere to said standards.
- f) When transporting waste, the allocated routes must always be followed, these routes will be defined by CTICC management.
- g) All hazardous waste must be handled in the appropriate manner. The successful bidder must utilise the CTICC's waste management contractor for the purpose of safely discarding hazardous waste.

C1.1.5.1.11 Groundcover

- a) The successful bidder must provide up to 10 000 ground cover seedlings per annum if, required for the site (this is to ensure that unsightly or damaged ground cover remains uniform).

C1.1.5.1.12 Chip Stone

- b) Sand has a constant presence caused by winds surrounding the site, therefore successful bidder must remove the sand trapped amongst chip stone when necessary to maintain a consistent look and feel to the area.
- c) All external tree wells must contain chip stone to a level of at least 10mm below the paved surface.
- d) Chip stone must not cover any up lighters surrounding the trees.
- e) The contractor must supply a minimum of five cubic meters of chip stone per annum, if required (matching the existing chip stone already on site).

- f) The size of the chip stone must be determined by the maintenance department – usually 19mm.

C1.1.5.1.13 Incident Reporting

- a) Any infringements, damages, faulty equipment, vandalism etc. must be reported to CTICC management immediately.
- b) Monthly records/reports of all activities pertaining to the landscaping must be filed and either a hard copy or e-mail copy thereof must be presented to the CTICC management to be signed off and filed.

C1.1.5.1.14 Training and Updates

- a) The staff provided by the service provider must be trained to provide professional, and reliable services to the CTICC. Staff must be trained to ensure the safe usage of gardening equipment and correct use of chemicals etc.
- b) Refresher training must also be provided to ensure that the service provider's staff makes use of the latest techniques, technology and environmentally friendly practices when working on the CTICC's premises.

C1.1.5.1.15 Staffing Requirements

- a) Manager (on call) x 1
- b) Supervisor (Onsite Supervisor) x 1
- c) Gardeners x 3
- d) The allocation of above-mentioned staff is what is currently required at the CTICC. Should the standard requirements vary for this contract, upon inspection of the site, motivation must be provided along with relevant costs.
- e) The above staff quantities exclude staff for functions as this is dependent on the size and type of function and shall be negotiated with Conference and Exhibition Services.

C1.1.5.1.16 Staffing Remuneration

- a) Please complete the staff remuneration schedule (with reference to Schedule 12) for each type of staff member that is expected to work at the CTICC. Ensure that all remuneration is administered in accordance with the applicable statutory and regulatory requirements.

C1.1.5.2 *Objectives*

C1.1.5.2.1 Floral Arrangements Ad Hoc

- a) Floral arrangements are required for various areas of the CTICC.
- b) Floral arrangements must be replaced on a weekly basis, and when required.

C1.1.5.2.2 Structure and Hours

- a) The CTICC operates 24 hours, 7 days a week. It is foreseen that the bulk of the landscaping maintenance will take place during the day.
- b) Staffing will be required from Monday to Friday, commencing at 8am and ending at 5pm. The structured hours are however negotiable between the CTICC and the successful bidder. Note that a December maintenance period will be implemented.
- c) Staff will not work weekends and public holidays.
- d) Staff must always be punctual, however if extenuating circumstances do occur.
- e) The contractor will be allocated two parking bays at a cost of R350,00 per bay per month if necessary. Any additional bays required will be at a fee determined by our parking department. An annual escalation should also be allowed for. This should not be included in the fixed monthly costs.
- f) The CTICC will allow the following as part of the contract:
 - (i) Telephone requirements – CTICC will provide the internal line, any external calls will be charged to the contractor.
 - (ii) Storage and office space – CTICC to provide the storage and office space required.
 - (iii) Meal vouchers – the contractor is to purchase vouchers at their own expense and is not to be included in the fixed monthly costs.
 - (iv) Staff lockers – the contractor is to supply at their own cost and is not to be included in the costs.

- (v) Access cards – CTICC is to supply the first issue of required cards – any lost or stolen cards will be to the cost of the contractor thereafter.
- (vi) Uniforms and safety wear – the contractor must supply.

C1.1.5.2.3 Management Offices: Flower arrangements will be on an ad-hoc and as and when required bases.

- a) The CTICC Management Offices to be serviced consist of the following:
 - (i) Executive offices CTICC 1 & 2 – Floral arrangements and pot plant maintenance.
 - (ii) Reception desks X 2 – Weekly floral arrangements.
 - (iii) Coffee shop X 2 – floral arrangements and pot plant maintenance.
 - (iv) management offices CTICC 1 & 2 – pot plant maintenance.
 - (v) Admin walkovers (all levels) – pot plant maintenance.
 - (vi) Admin lift lobby – pot plant maintenance.
 - (vii) All office areas containing existing plant life and required floral arrangements.

C1.1.5.2.4 Centre Landscape Management (internal)

- a) The spaces included under this section are as follows:
 - (i) Planter boxes – level 0, 1,2 and 3 at CTICC 1 & 2.
 - (ii) Trees n conservatories and foyers CTICC 1 & 2.
 - (iii) Conservatory stoned area – entrance 5.
 - (iv) Coffee shop CTICC 1 & 2 – plants.

C1.1.5.2.5 Centre Landscape Management (external)

- a) Concourse area planter boxes – all levels.
- b) Plant embankment – loading bay.
- c) Trees and planter boxes – corner of Coen Steytler and Adderley Street.
- d) Creepers along bus canopy along Coen Steytler.
- e) Trees – corner of Coen Steytler and Convention Square.
- f) Pot plants in Convention Square.
- g) Trees in Convention Square.
- h) Hedge rows in Convention Square.
- i) Hedge rows and planters – North Terrace.
- j) Hedge rows – back of Marshalling Yard.
- k) Grass patch Marshalling Yard.
- l) Trees and planters – along canal.
- m) Pot plants and embankments at P3 entrance.
- n) Plants along boat ramp entrance.
- o) Secret garden walkway between Auditorium 1 and P1 parking.
- p) All chips-stone required for planters and open walkway areas.
- q) Planter boxes outside CTICC 1 & 2.
- r) Roof Top vegetable and fruit gardens

C1.1.5.2.6 Centre Landscape Management (custodial)

- a) Traffic circle – Convention Centre
- b) Island opposite boat ramp
- c) Traffic circle – Adderley Street.
- d) Island along Coen Steytler.
- e) Area between Coen Steytler, N1 highway and P1 parking.
- f) All road areas surrounding the CTICC' s estate for eradication of excess weeds and sand.
- g) All offsite marshalling yards and entrances.

Please note that there may be variances on the above areas and therefore only serves as a guideline as to the amount of indoor office plants to be serviced.

C1.1.5.2.7 Safety Aspects

- a) ISO 45001:2018 is a key component that the CTICC has achieved. Therefore, the successful bidder is to enforce all aspects of this standard. The successful bidder's staff should conduct themselves in a manner befitting a five-star venue and not endanger themselves, others, or the environment.
- b) PPA (personal protective attire)
- c) The successful bidder must always provide personal protective attire for their staff.
- d) This would include but not be limited to:
 - (i) Gloves
 - (ii) Overalls are to be cleaned on a regular basis.
 - (iii) Safety and waterproof footwear.
 - (iv) Thermal and rainwear as staff are exposed to the elements.
 - (v) Road traffic signage for working in public areas.

C1.1.5.2.8 Administration

The contractor should provide an on-site Contractors Safety file containing:

- a) Introduction
- b) Company Policy
- c) Company Profile
- d) Responsibilities and Organogram
- e) Legal Appointments accordance with Organogram
- f) Objectives and Targets
- g) Safety Management
- h) Hazard Identification
- i) Risk Assessments
- j) Safe Working Procedures
- k) Night Work (In the event that night work may need to be done)
- l) Occupational Health and Safety Act
- m) Health and Safety Act
- n) Safety Guidelines
- o) Working at height (emergency plan)
- p) Hazardous Chemical Substance
- q) Stacking of materials and housekeeping
- r) Fire Equipment
- s) Personal Protective Equipment
- t) Safety Signage
- u) Occupational Injuries
- v) Method Statement
- w) Emergency Procedures
- x) Training records- specific to job function
- y) Emergency Preparedness Plan
- z) Risk Management Plan
- aa) Permits including Environmental.
- bb) Environmental compliance documents

C1.1.6 **Implementation Timetable**

This contract is stipulated for 3 years. It is imperative to note that the execution of year 2 and 3 of the contract is contingent upon the sole discretion of the CTICC. This determination will be based on an annual evaluation of the contract and the contractor's performance.

C1.1.7 Information to be provided by the Tenderer

The following information and supporting documentation must be provided by bidders:

- C1.1.7.1 *Completed Tender Form (including Pricing Schedule)*
- C1.1.7.2 *References*
- C1.1.7.3 *Referee contact details*
- C1.1.7.4 *Quality Assurance/ Accreditation Certificates*
- C1.1.7.5 *Proof of membership to the South African Landscapers Institute (SALI), the South African Council for the Landscape Architectural Profession (SAC LAP), or the Institute for Landscape Architecture in South Africa (ILASA).*
- C1.1.7.6 *ID's, CVs and relevant qualifications of key staff.*
- C1.1.7.7 *Quality Management Plan and relevant ISO certification (if applicable).*

C1.1.8 PERFORMANCE AND COMPLIANCE MONITORING

A: The CTICC or its appointed representative will monitor with the use of various methods as required the performance and compliance of the service provider in terms of the provision of services in this contract and scope of works.

B1: TRANSGRESSION BY THE SERVICE PROVIDER

- a) Any non-conformance raised.
- b) Fails to maintain change room and toilet facilities, in a neat and clean condition.
- c) Fails to timeously advise the client of any incident that has a direct impact on the integrity of the centre.
- d) Fails to disclose information relating to the shortages of staff and equipment.
- e) Fails to comply with training requirements as described in this tender/contract.
- f) Fails to submit required reports and schedules to the CTICC as required.
- g) Allows or causes an action or event to take place that has a negative impact on the activities on the premises.
- h) Disregards or does not pay attention to lawful commands by the authorised representative of the CTICC.
- i) Is negligent or slack in the execution of his or her duties.
- j) Behaves disorderly or ill-mannered whilst rendering services.
- k) Uses alcohol and/or drugs or is under the influence of alcohol or drugs whilst rendering services.
- l) Uses the premises of the CTICC unlawfully.
- m) Leaves the post without permission.
- n) Sleeping while on duty.
- o) Allows family and friends or any other person to enter the premises without permission, for reasons other than to do business with the CTICC or tenants on the premises.
- p) Uniform is not up to standard or acceptable.
- q) Does not comply with the ISO 14001 standards.
- r) Does not comply or adhere to health and safety standards.
- s) Staff is not in possession of identity cards or arm band.
- t) Staff on the telephone or cell phone whilst on his post without the permission of a supervisor.
- u) Staff may not speak to the press, release information or discuss events external to the CTICC.
- v) Staff are strictly prohibited from attempting any form of theft or unauthorized removal of items from the CTICC premises without prior authorization from the contract manager.

B2: PENALTY SYSTEM

The purpose of this penalty points evaluation system is to determine whether the service provider is performing and complying with the required quality service by committing one or more offences set out in the penalty points evaluation system included in the specifications. Offences will be penalised by corresponding points.

A financial penalty to the amount of 5 % (Five) percent of the monthly contract fee shall be payable by the service provider in the specific month that the accumulated penalty points awarded to the service provider reaches 100 (one hundred points). This is irrespective of whether the offending staff member/s are part of the general or paid by customer (DCP) staffing complement. There is no maximum limit to the number of penalty charges which can be levied per month, as this is dependent on the number of transgressors observed.

The application of these penalties will in no way affect the rights of the CTICC to breach and terminate this agreement through the breach mechanism as envisaged in the main agreement.

B3:

PENALTY POINTS EVALUATION SYSTEM PER INCIDENT OR OCCURRENCE

NO.	DESCRIPTION	PENALTY POINTS
1	Any non-conformance raised.	35
2	Fails to maintain office and change room areas, in a neat and clean condition.	50
3	Fails to timeously advise the CTICC of any incident that has a direct impact on the integrity of the centre.	50
4	Fails to disclose information relating to the shortages of staff and equipment.	50
5	Fails to comply with training requirements as described in this tender/contract.	50
6	Fails to submit required reports and schedules to the CTICC as required.	35
7	Staff allows or causes an action or event to take place that has a negative impact on the activities on the premises.	50
8	Staff disregards or does not pay attention to lawful commands by the authorised representative of the CTICC.	35
9	Staff is negligent or slack in the execution of his or her duties.	35
10	Staff behaves disorderly or ill-mannered whilst rendering services.	35
11	Staff using alcohol and/or drugs or is under the influence of alcohol or drugs whilst rendering services.	100
12	Staff uses the premises of the CTICC unlawfully.	50
13	Staff leaves the post without permission.	35
14	Staff sleeping while on duty.	50
15	Staff allows family and friends or any other person to enter the premises without permission, for reasons other than to do business with the CTICC or tenants on the premises.	50
16	Staff uniform is not up to standard or acceptable.	50
17	Staff does not comply with ISO 14001 standards.	100
18	Staff does not comply or adhere to health and safety standards.	100
19	Staff not in possession of identity cards or arm bands.	35
20	Staff speak to friends or relatives on the telephone or cell phone whilst on his/her post without the permission of a supervisor.	35
21	Staff speak to the press, release information or discuss events external to the CTICC.	50
22	Staff are strictly prohibited from attempting any form of theft or unauthorized removal of items from the CTICC premises without prior authorization from the contract manager.	100
23	Fails to achieve recyclable targets as agreed upon with the successful service provider and the CTICC.	100

C3.2

Performance Evaluation Checklist

Issued: «Date»

SUPPLY CHAIN MANAGEMENT

SCM database No: «SuppNo»

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

«AssPeriod» / «OrderNo» / «OrderLine»

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

NB: Where the specific category does not apply to the relevant evaluation or supplier, a rating of four (4) must be applied.

C4.1 Special Conditions of Contract

C4.1.1 Precedence of special conditions of contract

These Special Conditions of Contract shall be read in conjunction with General Conditions of Contract issued by the CIDB. In the event that the special conditions of contract conflict with the general conditions of contract, the special conditions of contract shall always take precedence.

C4.1.2 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.

C4.1.3 Insurance

The service provider is required to take out and maintain, for the full duration of the performance of this contract, the insurance cover as required and set out in Schedule 9.

C4.1.4 Replacement of key personnel

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

C4.1.5 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 in the course of the consultancy service is vested with the **Employer (Cape Town International Convention Centre Company (RF) SOC (LTD))**.

C4.1.6 Tax Invoices

C4.1.6.1 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.

C4.1.6.2 The tax invoice referred to in C4.1.6.1 above shall also include the purchase order number issued to the service provider by the Employer. Failure by the Service Provider to include the purchase order number on the invoice shall result in non-payment of the invoiced amount.

C4.1.6.3 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.

C4.1.6.4 Failure by the service provider to provide a tax invoice (VAT invoice) timeously may delay payment by the CTICC and no interest shall accrue.

C4.1.7 Statement

The service provider shall, on the last calendar day of each month, issue a statement to the Employer 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 C4.1.6 above and not the statement.

C4.1.8 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."

C4.1.9 Assignment of Contracts

C4.1.9.1 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, as stated above, 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.

C4.1.10 Cession of Contracts

C4.1.10.1 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).

C4.1.10.2 Therefore, cession shall only be applicable as follows:

C4.1.10.2.1 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.

C4.1.10.2.2 The written request for cession must be by the service provider and not a third party; and

C4.1.10.2.3 The written request by the service provider must be accompanied by the cession agreement.