CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Number	Clause	Reason for amendment	Proposed amendment
1	New clause	Service providers not paying their staff and sub-contractors complaints received from sub-contractors and staff who fail to be paid by the City contractors, especially when the City is paying these contractors.	106.4 Where sub-contracting is applied, the service provider of the City is to honour invoices of the sub-contractor. The City applies a strict payment process and requires the same principles to be applied by its contractors to their sub-contractors. Where complaints are received by sub-contractors regarding adverse payment practices, the City may take action accordingly in accordance with clause 106.2, as the City's reputation may be at risk or harmed. This sub-clause does not place any obligation on the City to ensure that the contractor honours invoices of a sub-contractor.
2	57.2.1 take appropriate steps against such official or other role player, including the registering of the person on the City's Register of Tender and Contract Defaulters for a period not exceeding 5 (five) years and carrying out the actions listed in Regulation 38(1)(d), (e), (f) and (g) of the Supply Chain Management Regulations; and	Increase in the restriction period to to enhance controls around abuse of the SCM system.	57.2.1 take appropriate steps against such official or other role player, including the registering of the person on the City's Register of Tender and Contract Defaulters for a period not exceeding 10 (ten) years and carrying out the actions listed in Regulation 38(1)(d), (e), (f) and (g) of the Supply Chain Management Regulations; and

3	58.6 list a person and any of their representatives (if applicable) on the City's Register of Tender and Contract Defaulters as being prohibited from bidding for or being awarded any contract by the City for a period not exceeding five (5) years specified on the list, whereupon the prohibition shall extend to:	Increase in the restriction period to to enhance controls around abuse of the SCM system.	58.6 list a person and any of their representatives (if applicable) on the City's Register of Tender and Contract Defaulters as being prohibited from bidding for or being awarded any contract by the City for a period not exceeding ten (10) years specified on the list, whereupon the prohibition shall extend to:
4	175. The validity of bids may be further extended by a period of not more than six months subject to consent and administrative processes and upon approval by the delegated authority, unless the required extension is as a result of an appeal process or court ruling.	Bid validity court judgement	176. The validity of bids may be further extended by a period of not more than six months, subject to administrative processes and upon approval by the City Manager, their delegatee, or that person's subdelegatee, where applicable, unless the required extension is as a result of an appeal process or court ruling. In this regard: 176.1 The City must write to the bidders whose bids are responsive, to request their consent to extend the validity period for their bid. The City is not obliged to write to bidders whose bids are not responsive to request their consent. 176.2 Bidders whose bids are responsive may either accept or reject the extended validity period. Those who do not agree to extend the validity period, or fail to do so by the date stipulated in the City's correspondence, will be regarded as non-responsive, and their bids will be excluded from further assessment and evaluation. The procurement process will then continue only with those bidders whose bids are responsive.

5	155. Bid invitation shall be by notice published in the media and any electronic platform (such as CIDB website, City Website, and National Treasury e-Tender Portal) that may be applicable or suitable.	To ensure that bidders who obtain bid documents do so from official platforms and that they receive the relevant notices issued by the city.	156. Tenderers must ensure that they submit their most recent email address to the City at the time of collecting or retrieving the bid documentation and that the email address remains the tenderer's official email address during the tender advertisement period. This is necessary to enable the City to issue notices to that tenderer during the tender advertisement period.
6	200. Any communication authorised by the Bid Specification Committee, which has implications of consequence for all tenderers, shall be in the form of a written notice issued to all bidders by the Director: Supply Chain Management, or his nominee, by either e-mail or registered post as appropriate. A copy of the notice together with a transmission verification report/proof of posting shall be kept for record purposes. Notices should be issued at least one week prior to the bid closing date, where possible.	Appeal ruling on 151S	201. Any communication authorised by the Bid Specification Committee, which has implications of consequence for all tenderers, shall be in the form of a written notice issued to all bidders by the Director: Supply Chain Management, or his nominated SCM representative on the Bid Specification Committee. In this regard: 201.1 The communication will be sent by e-mail. A copy of the notice together with a transmission verification report/proof of posting must be kept for record purposes. 201.2 the City need only distribute notices during the advertising period to tenderers who have obtained the bid documentation from official electronic platforms prescribed in clause 155, the City's Tender Office, the City's official tender portal or who attended a briefing session, if any, regarding that procurement process. The tenderer must also have provided their current e-mail address via at least one of these platforms or at the briefing session. A tenderer is not entitled to receive any such notices where it fails to comply with this subclause, and the City owes no duty in that regard to the tenderer.

			201.3 Notices should be issued at least one week prior to the bid closing date, where possible.
7	238. The Bid Evaluation Committee may, if necessary, authorise communication with bidders prior to the award of the tender. Any communication authorised by the Bid Evaluation Committee shall be in the form of a written request for clarification, on any matter affecting the evaluation of the bid offer or that could give rise to ambiguity in the subsequent contract that does not change or affect their competitive position or the substance of their offer, issued to the applicable bidders by the Director: Supply Chain Management in writing using any means as appropriate. A copy of the notice together with a transmission verification	Provides clarity that the SCM practitioner issues the clairification	239. The Bid Evaluation Committee may, if necessary, authorise communication with bidders prior to the award of the tender. 239.1 Any communication authorised by the Bid Evaluation Committee shall be in the form of a written request for clarification, on any matter affecting the evaluation of the bid offer or that could give rise to ambiguity in the subsequent contract that does not change or affect their competitive position or the substance of their offer, issued in writing to the applicable bidders by the Director: Supply Chain Management or his nominated SCM representative, using any means as appropriate

	report/proof of posting shall be kept for record purposes.		
8	264. In the event that a contract is terminated during the execution thereof, the Bid Adjudication Committee may consider any recommendations made by the Bid Evaluation Committee in a subsequent report for the award of the contract, or non-award, to another responsive supplier(s).	Clarity on bid validity	265. In the event that a contract is terminated during the execution thereof, the Bid Adjudication Committee may consider any recommendations made by the Bid Evaluation Committee in a subsequent report for the award of the contract, provided that the bid is still valid and its validity period has not expired, or non-award, to another responsive supplier(s).
9	431. The minimum qualifying score for functionality for a tender to be responsive must be determined separately for each tender. The norm for the minimum qualifying score for functionality shall be 60% of the total possible score. For more specialised or complex tenders the minimum score may, at the discretion of the Bid Specification Committee, be increased to up to 70% of the total possible score. The setting of a minimum score any higher than 70% of the total possible score must be motivated to, and approved by, the Director:	Refer back items from BAC and subsequent cancellation	432. The minimum qualifying score for functionality for a tender to be responsive must be determined separately for each tender. The minimum qualifying score for functionality must at least be 60% of the total possible score. For more specialised or complex tenders the minimum score may, at the discretion of the Bid Specification Committee, be increased to up to 70% of the total possible score. The setting of a minimum score any higher than 70% of the total possible score must be motivated to, and approved by, the Director: Supply Chain Management prior to use and must not be unreasonably restrictive.

	Supply Chain Management prior to use and must not be unreasonably restrictive.		
10	178. For all contract periods exceeding twelve (12) months in duration, contract price adjustment will be applicable. An appropriate contract price adjustment formula must be specified in the bid documents. The delegated authority may consider a contract price adjustment formula in instances within the first twelve (12) months of the contract period, under exceptional and motivated circumstances,	Clause appears to be incomplete with the comma in the end of the clause. It has been noted by the public that they are unclear that CPA is only allowed from month 13.	179. For all contract periods exceeding twelve (12) months in duration, contract price adjustment will be applicable. An appropriate contract price adjustment formula must be specified in the bid documents. The delegated authority may consider a contract price adjustment formula in instances within the first twelve (12) months of the contract period, under exceptional and motivated circumstances.
11	New clause	Enhancing reputation risk and protection of staff	106.3 The City reserves its rights not to register a Vendor or not to make a Final Award, revoke a Final Award already made or cancel a Contract where a tenderer that has participated in a procurement process, or anyone on that tenderer's behalf or instruction, has either threatened or physically harmed a City official or individuals under a vendor(s) control in any manner which undermines or may undermine the fairness, transparency, competitiveness or otherwise undermine the integrity of that procurement process.
12	297. All orders, other than for goods in terms of clause 296, must be completed prior to the expiry of the framework agreement period, unless approval was obtained from the Director: Supply Chain	To include legal services	298. All orders, other than for goods in terms of clause 297 and the procurement of legal services, must be completed prior to the expiry of the framework agreement period, unless approval was obtained from

	Management, based on motivated circumstances		the Director: Supply Chain Management, based on motivated circumstances
13	106.2.2 association with known notorious individuals and family of notorious individuals;	Enhance reputational risk	106.2.2 association with known notorious individuals and family of notorious individuals, including any individual that has been accused of criminal activity;
14	Use of Transversal Contracts 298. Upon request, the City Manager may approve the use of existing transversal contracts/ framework agreements by other departments in accordance with the City's procedures.	To include a clause that governs the approval of city departments utilising transversal contracts in accordance with directive issued.	Use of Transversal Contracts 299. Upon request, the City Manager, or their delegated authority, may approve the use of existing transversal D6contracts/ framework agreements by other City departments in accordance with the City's procedures, provided that the approval is not required where there the transversal contract/framework agreement specifically states that it is for transversal use, in which case the contract owner/manager approves transversal use subject to any directive issued by the City Manager.
15	178. For all contract periods exceeding twelve (12) months in duration, contract price adjustment will be applicable. An appropriate contract price adjustment formula must be specified in the bid documents. The delegated authority may consider a contract price adjustment formula in instances within the first twelve (12) months of the contract period, under exceptional and motivated circumstances,	To make expressly clear that the City Manager is the delegator of the power, and that it may be delegated and subdelegated at the City Manager's discretion.	179. For all contract periods exceeding twelve (12) months in duration, contract price adjustment will be applicable. An appropriate contract price adjustment formula must be specified in the bid documents. The City Manager, their delegatee, or that person's subdelegatee, where applicable, may consider a contract price adjustment formula in instances within the first twelve (12) months of the contract period, under exceptional and motivated circumstances.

16	179. If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the delegated authority if such was not included in the bid documents. This provision would also be applicable upon any such contract extension of framework agreement tenders and would encompass the full period of the contract extension beyond the original contract period.		180. If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the City Manager, their delegatee, or that person's subdelegatee, where applicable, if such was not included in the bid documents. This provision would also be applicable upon any such contract extension of framework agreement tenders and would encompass the full period of the contract extension beyond the original contract period.
17	180. If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the delegated authority if such was not included in the bid documents. This provision would also be applicable upon any such contract extension of framework agreement tenders and would encompass the full period of the contract extension beyond the original contract period.		181. If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the City Manager, their delegatee, or that person's subdelegatee, where applicable, if such was not included in the bid documents. This provision would also be applicable upon any such contract extension of framework agreement tenders and would encompass the full period of the contract extension beyond the original contract period.

18	307. If it is not possible to obtain at least three written quotations, the reasons must be recorded and approved by the Manager: Procurement who must, within three days of the end of the month, report to the Chief Financial Officer on any approvals given during that month in this regard.		308. If it is not possible to obtain at least three written quotations, the reasons must be recorded and approved by the City Manager, their delegatee, or that person's subdelegatee, where applicable , who must, within three days of the end of the month, report to the Chief Financial Officer on any approvals given during that month in this regard.
19	Guarantees for Due Performance 383. Performance guarantees for the procurement of goods and services (including consultant services) will not generally be required, but in exceptional circumstances, can be called for. Where required, the value of such guarantee shall be determined in consultation with the delegated authority.		Guarantees for Due Performance 384. Performance guarantees for the procurement of goods and services (including consultant services) will not generally be required, but in exceptional circumstances, can be called for. Where required, the value of such guarantee shall be determined in consultation with the City Manager, their delegatee, or that person's subdelegatee, where applicable.
20	385. The value of a performance guarantee required may be varied with approval of the delegated authority.		386. The value of a performance guarantee required may be varied with approval of the City Manager, their delegatee, or that person's subdelegatee, where applicable.
21	386. An amount, equal to the value of the required performance guarantee, may be provided in cash (interest free) in accordance with the processes as prescribed by the delegated authority from time to time.		387. An amount, equal to the value of the required performance guarantee, may be provided in cash (interest free) in accordance with the processes as prescribed by the City Manager, their delegatee, or that person's subdelegatee, where applicable, from time to time.

22	Advance Payment Guarantees 387. Advance payments in respect of specific materials or services may, where justified in accordance with rules determined by the delegated authority from time to time, be made to a supplier only upon submission by the supplier of an acceptable advance payment guarantee to the City. No such advance payment guarantee may be accepted unless the authenticity thereof has been verified by the City's Treasury Department.		Advance Payment Guarantees 388. Advance payments in respect of specific materials or services may, where justified in accordance with rules determined by the City Manager, their delegatee, or that person's subdelegatee, where applicable, from time to time, be made to a supplier only upon submission by the supplier of an acceptable advance payment guarantee to the City. No such advance payment guarantee may be accepted unless the authenticity thereof has been verified by the City's Treasury Department
23	Retention 389. Retention in respect of the procurement of goods and services (including consultant services) will not generally be applied, but where required, can be called for. Where required, the value of retention to be deducted shall be determined in consultation with the delegated authority.		Retention 390. Retention in respect of the procurement of goods and services (including consultant services) will not generally be applied, but where required, can be called for. Where required, the value of retention to be deducted shall be determined in consultation with the City Manager, their delegatee, or that person's subdelegatee, where applicable.
24	391. The value of retention to be deducted in respect of construction works may be varied with the approval of the delegated authority.		392. The value of retention to be deducted in respect of construction works may be varied with the approval of the City Manager, their delegatee, or that person's subdelegatee, where applicable.
25	393. Financial guarantees in lieu of retention are, in general, not acceptable. Any motivation for the acceptance of a retention guarantee must be approved by the delegated authority.		394. Financial guarantees in lieu of retention are, in general, not acceptable. Any motivation for the acceptance of a retention guarantee must be approved by the City Manager, their delegatee, or that person's subdelegatee, where possible.

26	Contract Management 402.7 manage contract variation or amendment procedures in compliance with the latest directive in this regard as issued by the City Manager and approved by the applicable delegated authority;		Contract Management 403.7 manage contract variation or amendment procedures in compliance with the latest directive in this regard as issued by the City Manager and approved by the applicable City delegatee, or that person's subdelegatee, where applicable;
27	Consideration and Acceptance of Quotations 318. All orders in respect of formal written price quotations shall be approved and released by the City Manager or his delegated authority.		Consideration and Acceptance of Quotations 319. All orders in respect of formal written price quotations shall be approved and released by the City Manager, their delegatee, or that person's subdelegatee, where applicable.
28	117. Bid specifications must be approved by the City Manager or his delegated authority prior to publication of the invitation for bids.		117. Bid specifications must be approved by the City Manager, their delegatee, or that person's subdelegatee, where applicable , prior to publication of the invitation for bids.
29	122. The City Manager, or his delegated authority, shall, taking into account section 117 of the MFMA, appoint the members of the Bid Specification Committees.		122. The City Manager, their delegatee, or that person's subdelegatee, where applicable, shall, taking into account section 117 of the MFMA, appoint the members of the Bid Specification Committees.
30	233. The City Manager, or his delegated authority, shall, taking into account section 117 of the MFMA, appoint the members of the Bid Evaluation Committees.		234. The City Manager, their delegatee, or that person's subdelegatee, where applicable , shall, taking into account section 117 of the MFMA, appoint the members of the Bid Evaluation Committees.

31	262. The Bid Adjudication Committee may make an award to a preferred bidder(s), pursuant to the City Manager, or his delegated representative, successfully negotiating with the preferred bidder(s) in terms of clause 278 of this Policy.		263. The Bid Adjudication Committee may make an award to a preferred bidder(s), pursuant to the City Manager, their delegatee, or that person's subdelegatee, where applicable , successfully negotiating with the preferred bidder(s) in terms of clause 279 of this Policy.