

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10 Page 23 of 80

TENDER NO: 301S/2023/24**TENDER DESCRIPTION: : SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS****CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT (NOT PRIOR TO 1JULY 2026) UNTIL 30 JUNE 2031****THE CONTRACT**

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

AND

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

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

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



C.1 DETAILS OF TENDERER/SUPPLIER**1.1 Type of Entity** (Please tick one box)☐ Individual / Sole Proprietor☐ Close Corporation☒ Company☐ Partnership or Joint Venture or Consortium☐ Trust☐ Other:**1.2 Required Details** (Please provide applicable details in full):

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

C.2 FORM OF OFFER AND ACCEPTANCE**TENDER NO: 301S/2023/24****TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS****C.2.1****Offer (To Be Completed by the Tenderer as Part of Tender Submission)**

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

SIGNED AT BELLVILLE _____ (PLACE) ON THE 26 (DAY) OF JULY 2024 (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname: **Shereen Price**

Witness 1 Signature
Name and Surname: _____

Witness 2 Signature
Name and Surname: _____

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER NO: 301S/2023/24****TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE
OF ACCESS CONTROL SYSTEMS****C.2.2 Acceptance (To Be Completed by the CCT)**

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

Notwithstanding anything contained herein, this agreement comes into effect on **FROM DATE OF COMMENCEMENT OF CONTRACT (NOT PRIOR TO 1 JULY 2026) UNTIL 30 JUNE 2031**, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

[Redacted Signature]

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname: [Redacted]

[Redacted Signature]
Witness 1 Signature
Name and Surname: [Redacted]

[Redacted Signature]
Witness 2 Signature
Name and Surname: [Redacted]

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 301S/2023/24

TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS

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

Notes:

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

1 Subject **Contract Commencement Date**
 Details **The tender has been awarded to Regend Services (Pty) Ltd as the winner. The commencement date of the contract shall be 01 July 2026.**

2 Subject **Pricing Schedule**
 Details **The tender rates shall apply to the contract, subject to the agreed negotiated rates stated below, per hour:**
 **B.1.10: Technical Support inclusive of As-Built drawings - YEAR 4 - R545.00**
 **B.1.10: Technical Support inclusive of As-Built drawings - YEAR 5 - R545.00**

3 Subject
 Details

4 Subject
 Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and **FROM DATE OF COMMENCEMENT OF CONTRACT (NOT PRIOR TO 1 JULY 2026) UNTIL 30 JUNE 2031**, shall have any meaning or effect between the Parties arising from the agreement

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER NO: 301S/2023/24****TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE
OF ACCESS CONTROL SYSTEMS****C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)**

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

The (Day)

Of (Month)

20 (year)

At (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

.....
(Supplier/Mandatory/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer:

Policy No:

Type text

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

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

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

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

Signed at **BELLVILLE** on the 26 day of JULY 2024

Witness

Mandatory

Signed at **Cape Town** on the **04** day of **June** 20 **26**

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 4.8 **Pricing using Mark-up Method:**
In this tender, pricing requirements in (C.4) PRICE SCHEDULE are defined by a mark-up percentage. Please indicate your mark-up percentage as in the mark-up column indicated in each table. Refer to the specifications for typical licences that they may be required.

- **Mark-up percentage (%)** is the method where an all-inclusive mark-up percentage (%) is applied to the **OEM/Supplier Price** (at contract stage) and applied to a **Base Price** (for evaluation stage). Refer to pricing instruction 5.3 as the mark-up amount must include all, margins and fees added to the OEM/Supplier Price.
 - **Mark-up percentage (%)** is a percentage used to calculate the evaluation price
 - $\text{Mark-up \%} = X\%$
 - **Mark-Up Value** = OEM Price (at contract stage) and a Base Price (for evaluation stage) * Mark Up Percentage

Schedule A. Supply of Access Control Systems Equipment

This schedule is for the supply of equipment for the repair, upgrade or maintenance of existing Access Control Systems, Equipment and Ancillaries compatible with, equivalent to existing equipment.

Refer to Schedule C.5 Specifications Section 5.2 TECHNICAL AND FUNCTIONAL REQUIREMENTS

Table A.1 Networked Access Control Systems (Centaur or equivalent)

Item	Description	Mark-Up %
A.1	Networked Access Control Systems (Centaur or equivalent)	6

Table A.2 Networked Access Control Systems (Lenel On Guard or equivalent)

Item	Description	Mark-Up %
A.2	Networked Access Control Systems (Lenel On Guard or equivalent)	6

Table A.3 Stand-alone Access Control System (Paxton or equivalent)

Item	Description	Mark-Up %
A.3	Stand-alone Access Control System (Paxton or equivalent)	6

Table A.4 Sundries (refer to Schedule C.5 Specifications 5.1.5)

Item	Description	Mark-Up %
A.4	Sundries	6

Schedule B Installation, Upgrades and Maintenance of Access Control Systems, Equipment and Ancillaries Labour Rates (Compulsory schedule – failure to complete will render the bid non-responsive)

Table B.1 Installation, Upgraders and Maintenance of Access Control Systems, Equipment and Ancillaries

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Month 1 to Month 12 Rate	Month 13 to Month 24 Rate	Month 25 to Month 36 Rate	Month 37 to Month 48 Rate	Month 49 to Month 60 Rate
B.1.1	Access Control Junior Technician	per hour	R 110.00	R 121.00	R 135.50	R 150.00	R 165.00
B.1.2	Access Control Technician	per hour	R 130.00	R 143.00	R 157.30	R 175.00	R 192.50
B.1.3	Access Control Senior Technician	per hour	R 160.00	R 176.00	R 195.00	R 214.50	R 240.00
B.1.4	Access Control Junior Engineer	per hour	R 260.00	R 286.00	R 315.00	R 346.50	R 385.00
B.1.5	Access Control Engineer	per hour	R 230.00	R 253.00	R 280.00	R 308.00	R 340.00
B.1.6	Access Control Senior Engineer	per hour	R 380.00	R 418.00	R 460.00	R 506.00	R 560.00
B.1.7	Access Control Systems Specialist Engineer	per hour	R 460.00	R 506.00	R 570.00	R 627.00	R 690.00
B.1.8	Access Control First Line Support Technician	per hour	R 130.00	R 143.00	R 160.00	R 176.00	R 193.60
B.1.9	Access Control Second Line Support Technician	per hour	R 130.00	R 143.00	R 160.00	R 176.00	R 193.60
B.1.10	Technical Support inclusive of As-Built drawings	per hour	R 450.00	R 495.00	R 545.00	R 600.00 R545.00	R 660.00 R545.00
B.1.11	Rate for programming, setup and commissioning of Access Control Systems, Equipment and Ancillaries	per hour	R 310.00	R 345.00	R 380.00	R 420.00	R 462.00
B.1.12	Labour rate for construction work (refer to Schedule C.5 Specifications 5.1.8) during normal business hours	per hour	R 40.00	R 45.00	R 50.00	R 55.00	R 62.00
B.1.13	Project Management	per hour	R 450.00	R 495.00	R 550.00	R 605.00	R 680.00
B.1.14	Overtime Labour rates for installation and remedial maintenance outside normal business hours	per hour	R 260.00	R 286.00	R 315.00	R 350.00	R 385.00
B.1.15	Cable Installer	per hour	R 40.00	R 44.00	R 50.00	R 55.00	R 60.50
B.1.16	Electrician	per hour	R 380.00	R 418.00	R 460.00	R 510.00	R 560.00
B.1.17	Access Control Junior Technician	per day	R 770.00	R 847.00	R 950.00	R 1,045.00	R 1,150.00
B.1.18	Access Control Technician	per day	R 910.00	R 1,001.00	R 1,100.00	R 1,210.00	R 1,350.00
Item	Description	Unit	Price per Unit (ZAR excl. VAT)				

AM

			Month 1 to Month 12 Rate	Month 13 to Month 24 Rate	Month 25 to Month 36 Rate	Month 37 to Month 48 Rate	Month 49 to Month 60 Rate
B.1.19	Access Control Senior Technician	per day	R 1,120.00	R 1,235.00	R 1,360.00	R 1,500.00	R 1,650.00
B.1.20	Access Control Junior Engineer	per day	R 1,820.00	R 2,002.00	R 2,200.00	R 2,420.00	R 2,700.00
B.1.21	Access Control Engineer	per day	R 1,610.00	R 1,771.00	R 1,950.00	R 2,145.00	R 2,400.00
B.1.22	Access Control Senior Engineer	per day	R 2,660.00	R 2,930.00	R 3,250.00	R 3,575.00	R 4,000.00
B.1.23	Access Control Systems Specialist Engineer	per day	R 3,220.00	R 3,550.00	R 3,905.00	R 4,300.00	R 4,800.00
B.1.24	Access Control First Line Support Technician	per day	R 910.00	R 1,001.00	R 1,110.00	R 1,250.00	R 1,400.00
B.1.25	Access Control Second Line Support Technician	per day	R 910.00	R 1,001.00	R 1,110.00	R 1,250.00	R 1,400.00
B.1.26	Technical Support inclusive of As-Built drawings	per day	R 680.00	R 748.00	R 825.00	R 910.00	R 1,001.00
B.1.27	Rate for programming, setup and commissioning of Access Control Systems, Equipment and Ancillaries	per day	R 2,170.00	R 2,390.00	R 2,650.00	R 3,000.00	R 3,300.00
B.1.28	On-site Training, including video recording thereof provided on a memory device within 5 days of the session, on request from the City's Representative	per day	R 780.00	R 858.00	R 950.00	R 1,045.00	R 1,150.00
B.1.29	Labour rate for construction work (refer to Schedule C.5 Specifications 5.1.8) during normal business hours	per day	R 280.00	R 315.00	R 350.00	R 385.00	R 440.00
B.1.30	Project Management	per day	R 3,150.00	R 3,465.00	R 3,820.00	R 4,250.00	R 4,675.00
B.1.31	Cable Installer	per day	R 280.00	R 310.00	R 350.00	R 385.00	R 425.00
B.1.32	Electrician	per day	R 1,200.00	R 1,320.00	R 1,452.00	R 1,600.00	R 1,760.00
B.1.33	Access Control Technician	per week	R 3,640.00	R 4,005.00	R 4,405.50	R 4,850.00	R 5,335.00
B.1.34	Access Control Senior Technician	per week	R 4,880.00	R 5,400.00	R 5,950.00	R 6,550.00	R 7,250.00
B.1.35	Access Control Junior Engineer	per week	R 7,280.00	R 8,010.00	R 8,850.00	R 9,750.00	R10,725.00
B.1.36	Access Control Engineer	per week	R 6,440.00	R 7,084.00	R 7,800.00	R 8,580.00	R 9,500.00
B.1.37	Access Control Senior Engineer	per week	R 10,660.00	R11,726.00	R12,900.00	R14,200.00	R15,620.00
B.1.38	Access Control Systems Specialist Engineer	per week	R 12,880.00	R14,170.00	R15,600.00	R17,200.00	R18,920.00
B.1.39	Access Control First Line Support Technician	per week	R 3,640.00	R 4,005.00	R 4,405.50	R 4,850.00	R 5,350.00
Item	Description	Unit	Price per Unit (ZAR excl. VAT)				

			Month 1 to Month 12 Rate	Month 13 to Month 24 Rate	Month 25 to Month 36 Rate	Month 37 to Month 48 Rate	Month 49 to Month 60 Rate
B.1.40	Access Control Second Line Support Technician	per week	R 3,640.00	R 4,005.00	R 4,405.50	R 4,850.00	R 5,350.00
B.1.41	Technical Support inclusive of As-Built drawings	per week	R 3,150.00	R 3,465.00	R 3,820.00	R 4,250.00	R 4,675.00
B.1.42	Rate for programming, setup and commissioning of Access Control Systems, Equipment and Ancillaries	per week	R 8,680.00	R 9,548.00	R10,550.00	R11,605.00	R12,765.50
B.1.43	On-site Training, including video recording thereof provided on a memory device within 5 days of the session, on request from the City's Representative	per week	R 4,600.00	R 5,060.00	R 5,566.00	R 6,150.00	R 6,765.00
B.1.44	Labour rate for construction work (refer to Schedule C.5 Specifications 5.1.8) during normal business hours	per week	R 1,260.00	R 1,400.00	R 1,550.00	R 1,732.50	R 1,980.00
B.1.45	Project Management	per week	R 12,600.00	R13,860.00	R15,246.00	R16,800.00	R18,480.00
B.1.46	Cable Installer	per week	R 1,120.00	R 1,230.00	R 1,353.00	R 1,530.00	R 1,683.00
B.1.47	Electrician	per week	R 2,660.00	R 2,920.00	R 3,212.00	R 3,550.00	R 3,905.00
B.1.48	Access Control Technician	per month	R 14,560.00	R16,200.00	R17,820.00	R19,650.00	R21,700.00
B.1.49	Access Control Senior Technician	per month	R 19,520.00	R21,500.00	R23,650.00	R26,100.00	R28,710.00
B.1.50	Access Control Junior Engineer	per month	R 29,120.00	R32,050.00	R35,255.00	R38,800.00	R42,700.00
B.1.51	Access Control Engineer	per month	R 25,760.00	R28,500.00	R31,350.00	R34,485.00	R37,950.00
B.1.52	Access Control Senior Engineer	per month	R 43,658.00	R48,050.00	R52,855.00	R58,140.50	R64,000.00
B.1.53	Access Control Systems Specialist Engineer	per month	R 51,520.00	R56,672.00	R62,340.00	R68,574.00	R75,450.00
B.1.54	Access Control First Line Support Technician	per month	R 14,560.00	R16,050.00	R17,655.00	R19,500.00	R21,450.00
B.1.55	Access Control Second Line Support Technician	per month	R 14,560.00	R16,050.00	R17,655.00	R19,500.00	R21,450.00
B.1.56	Technical Support inclusive of As-Built drawings	per month	R 14,560.00	R16,050.00	R17,655.00	R19,500.00	R21,450.00
Item	Description	Unit	Price per Unit (ZAR excl. VAT)				

			Month 1 to Month 12 Rate	Month 13 to Month 24 Rate	Month 25 to Month 36 Rate	Month 37 to Month 48 Rate	Month 49 to Month 60 Rate
B.1.57	Rate for programming, setup and commissioning of Access Control Systems, Equipment and Ancillaries	per month	R 34,720.00	R38,200.00	R42,020.00	R46,222.00	R50,900.00
B.1.58	On-site Training, including video recording thereof provided on a memory device within 5 days of the session, on request from the City's Representative	per month	R 18,400.00	R20,240.00	R22,500.00	R24,750.00	R27,500.00
B.1.59	Labour rate for construction work (refer to Schedule C.5 Specifications 5.1.8) during normal business hours	per month	R 5,040.00	R 5,600.00	R 6,200.00	R 6,930.00	R 7,920.00
B.1.60	Project Management	per month	R 50,400.00	R55,440.00	R61,000.00	R67,100.00	R73,810.00
B.1.61	Cable Installer	per month	R 4,480.00	R 4,950.00	R 5,445.00	R 6,000.00	R 6,600.00
B.1.62	Electrician	per month	R 37,240.00	R40,965.00	R45,100.00	R49,700.00	R54,670.00
B.1.63	Transportation rates (for remedial maintenance only)	per kilometre	R 1.10	R 1.25	R 1.40	R 1.60	R 1.80
B.1.64	Cable supply and installation complete including terminations and labelling	per metre	R 5.50	R 6.05	R 6.70	R 7.40	R 8.20
B.1.65	Trunking supply and installation complete with bends, corners and matching covers	per metre	R 18.00	R 19.80	R 22.00	R 24.20	R 27.00
B.1.66	PVC conduit supply and installation complete, with galvanised draw wire, on surface	per metre	R 12.20	R 13.50	R 14.85	R 16.50	R 18.50
B.1.67	Galvanised conduit supply and installation complete, with galvanised draw wire, on surface	per metre	R 26.80	R 30.00	R 33.00	R 36.50	R 40.00
B.1.68	Conduit supply and installation complete, with galvanised draw wire, chased in brickwork and made good	per metre	R 63.00	R 69.30	R 76.00	R 84.00	R 92.50
B.1.69	All Inclusive call out fee (inclusive of 1 hour labour and transport) per call	per call	R 650.00	R 715.00	R 786.50	R 865.50	R 953.00
Item	Description	Unit	Price per Unit (ZAR excl. VAT)				

			Month 1 to Month 12 Rate	Month 13 to Month 24 Rate	Month 25 to Month 36 Rate	Month 37 to Month 48 Rate	Month 49 to Month 60 Rate
B.1.70	Removal of excess material to certified dump site	Per cubic metre	R 380.00	R 420.00	R 460.00	R 510.00	R 560.00
B.1.71	Removal of old equipment and rubble per vehicle	1 Ton	R 480.00	R 530.00	R 585.00	R 645.00	R 710.00
B.1.72	Removal of old equipment and rubble per vehicle	2 Tons	R 580.00	R 640.00	R 705.00	R 780.00	R 858.00
B.1.73	Removal of old equipment and rubble per vehicle	3 Tons	R 680.00	R 750.00	R 825.00	R 905.50	R 1,000.00
B.1.74	Health & Safety File (refer to Schedule C.5 Specifications 5.1.9)	Per project	R 650.00	R 715.00	R 786.50	R 870.00	R 960.00
Armed Escort Areas refer to Schedule C.5 Specifications 5.1.10							
B.1.75	Armed Response Escort Area 1	per day	R 2,560.00	R 2,820.00	R 3,105.00	R 3,415.50	R 3,800.00
B.1.76	Armed Response Escort Area 2	per day	R 2,560.00	R 2,820.00	R 3,105.00	R 3,415.50	R 3,800.00
B.1.77	Armed Response Escort Area 3	per day	R 2,560.00	R 2,820.00	R 3,105.00	R 3,415.50	R 3,800.00
B.1.78	Armed Response Escort Area 4	per day	R 2,560.00	R 2,820.00	R 3,105.00	R 3,415.50	R 3,800.00

C.5 SPECIFICATION(S)

Service providers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words "or equivalent"

5.1 INTRODUCTION AND BACKGROUND:

The City has numerous depots and facilities throughout the Cape Metropolitan Area which require access control systems to provide security for staff, assets and public who visit these facilities. A number of different access control systems are used but in the main the systems are based on Centaur (CDVI), and Lenel systems. The biggest systems are Lenel systems, which are utilised at the Cape Town Civic Centre.

In terms of the CCT's Integrated Development Plan, the CCT is committed to being a Safe City and leveraging technology for progress. This may require, at the CCT's discretion, the investigation, development and implementation of new technology solutions. To this end the service provider shall ensure that the Price Lists reflected in the Pricing Schedule are detailed, comprehensive and include progressive technologies. Further, the services of an Access Control Systems Specialist Engineer, as reflected in the Pricing Schedule, may be required, at the CCT's discretion, to support the investigation, development and implementation of the proposed solutions. The CCT shall not be obligated to accept nor implement any resulting technology offering.

The tender provides for an equivalent replacement, fully compatible with the existing software/system/equipment/ancillaries and the onus is on the service provider to ensure that where an equivalent is proposed, it must seamlessly integrate into the existing configured environment with no disruption to operational continuity and at no additional cost to CTT.

5.1.1 Supporting Documentation Required

The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications.

5.1.2 Quoting Instructions

All equipment that will be installed for an Access Control System, as per **Schedule A in C.4 Pricing Schedule** must be listed in the quote. OEM Quote must accompany the service provider quote. See table 5.1.2.1 as an example.

Table 5.1.2.1

Networked Access Control Systems (Centaur or equivalent)				
Item Nr	Description	OEM Price	% Mark-Up	Total Price
1.	Networked Access Control System,			
Item List for Access Control System Quoted On				
Item Nr	Description	OEM Price	% Mark-Up	Item Price
1.1	Access Control Device 1			
1.2	Access Control Device 2			
1.3	Access Control Device 3			

Labour Rate Quotes for an Access Control System, as per **Schedule B in C.4 Pricing Schedule** must be listed in the quote. See table 5.1.2.2 as an example.

Table 5.1.2.2

Networked Access Control Systems (Centaur or equivalent) Labour Rates					
Item Nr	Description	Unit	Quantity	Rate	Total
1.1	Access Control Resource	Per Hour If < a day	6		Amount*Per Hour Rate
1.2	Access Control Resource	Per Day If ≤ 5 Days	5		Amount*Per Day Rate
1.3	Access Control Resource	Per Week If > 1 Week	2		Amount*Per Week Rate

Note that a day's work equals to 8 hours, A week's work is equal to 5 working days. Timesheets are required to substantiate the hours/days/weeks/months claimed.

5.1.3 Key Personnel Requirement

The following Key Personnel is required:

- a) Technicians
- b) Engineers
- c) Project Manager

Note that the amount of technical staff will be determined by the scope of each project or work package

All technicians employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

5.1.4 Scope of Work Documentation

The Scope of Work document that must submitted, with all quotes, must stipulate the following:

- A comprehensive description of work to be done
- All resources that will be required as per **Schedule B in C.4 Pricing Schedule**
- The total planned working time for each resource, broken down in weeks, days and hours where applicable. For example Resource 1 will be working for 2 weeks, 4 days and 3 hours.
- Labour Rates claimed on an invoice must be substantiated by a signed off timesheet by a City Official.
- Check IM for H&S

5.1.5 As-Built Documentation

The as-built document must include the following:

- A comprehensive description of work done
- All Access Control Systems diagrams

5.1.6 Sundry Items

Sundry Items are defined as follows, but not limited to, concrete, bricks, sand, stone, paving, fasteners and others.

Note that sundry items must be related to the installation of an Access Control System as per the requirement of the facilities management where it is being installed.

5.1.7 Call Centre/Helpdesk

A 24hr Call Centre/Helpdesk must be in place 1 month before the **DATE OF COMMENCEMENT OF CONTRACT (NOT PRIOR TO 1JULY 2026) UNTIL 30 JUNE 2031.**

5.1.8 Construction Work

The construction work labour rate relates to, but not limited to trenching, brick work, concrete mixing and paving.

5.1.9 Health and Safety File

A Health and Safety File according to regulations is required per project.

5.1.10 City of Cape Town Areas**5.2 TECHNICAL AND FUNCTIONAL REQUIREMENTS****5.2.1 Access Control System minimum functionality**

- a) Client/Server
- b) Serial Ports
- c) TCP/IP Communications
- d) System Reports
- e) Event Reports
- f) Auto Event Upload
- g) Scheduled Back-up
- h) Global Record Management
- i) Elevator Control Management
- j) Graphical Mapping
- k) NT Authentication Support
- l) Custom Event Windows
- m) Visitor Management
- n) Parking Management
- o) DVR/NVR Integration
- p) E-mail Alerts
- q) Multiple Sites

5.2.2 The central equipment shall operate from dedicated 15A, 240 V, $\pm 10\%$, 50 Hz power supply. Any mains supply conditioning equipment required for the efficient and reliable operation of the system shall be included in the Price List. The onus shall be on the contractor to ensure that adequate capacity shall be available.

5.2.3 Only genuine OEM certified spares and accessories will be considered – no non genuine products will be given any consideration.

5.2.4 The access control systems should comprise of Centaur and / or Lenel controllers and expansion modules or equivalent compatible alternatives as specified. These shall be housed in metal boxes with locks and keys.

- 5.2.5** Each controller shall control up to 8 doors where required, with three expander cards connected to the controller, before utilising another controller.
- 5.2.6** The controllers shall be powered from 24VAC-3A transformers, and the expanders from 16VAC-2A transformers. Each module shall have its own transformer.
- 5.2.7** Backup batteries 12V-7.2AH shall be installed on all modules.
- 5.2.8** All locks shall be connected to the controllers via external relays/relay modules powered from their own power supply with battery backup. No power shall be drawn from controllers or expanders and their associated power supplies. Power supplies for the locks shall be 3 Amp, model number PS 49-1 or equivalent.
- 5.2.9** Controllers and Expanders shall be mounted as close as possible to the doors they control in a secure position.
- 5.2.10** Proximity Card Readers, part no: STARPW, CR-R880-BL or DGLP FN WLC or equivalent shall be utilised. Proximity cards using the latest technology (future proof), as per the CCT requirements, must be supplied at all times.
- 5.2.11** Service providers shall offer biometric finger print readers Sagem Morpho Series 500 or equivalent, with extended license and compatible to existing system. The unit shall maintain a database of up to 50 000 fingerprints with an identification speed of less than 1 second. Service providers shall also offer alternative units with a database of up to 1 500 such as the Grundic 5 000 or equivalent.
- 5.2.12** Utilisation and location of Card Readers and Request to Exit buttons will be pointed out at site meeting to be held for each project. Request to Exit buttons shall be of industrial quality and not a general security or gate button.
- 5.2.13** Where applicable, 12V, 300kg holding force magnetic surface mount locks shall be used. The magnetic locks shall have a monitoring function built in and the state of the door shall be displayed by means of a LED on the lock. Matching L&Z brackets shall be used and shall be properly secured. Door loops shall be used where required.
- 5.2.14** Fire escape doors that have controlled exit i.e. card readers as stipulated by the City's Representative shall be fitted with a resettable break glass device for emergency exit.
- 5.2.15** When the fire escape door unit is activated, an audible alarm shall sound. The green call point shall be resettable with a key and not a break glass. If the unit is activated, a 15 W siren will be activated until the unit is reset. The sound pressure level of the audible alarm shall be greater than 100 dBA.
- 5.2.16** Where an access door or gate is installed by the facility owner and non-card holders are expected to have access then an intercom system with electronic release mechanism shall be provided. The type of intercom to be installed shall be equivalent to the Aiphone audio/video intercoms for depot type facilities and equivalent to the Aiphone GF Audio/Video series when installed in an administrative area.
- 5.2.17 Standalone Access Control System.**

The system shall be a non-networked access control solution with a unique card management system.

Table 5.2.17

Description	System Specification
Maximum total users/tokens	10 000
PIN length	4
Number of codes	50
Code length	4-8
Hands-free compatible	Yes – requires interface

Door open time	1 sec – 60 secs
Data retention during a total power loss	Yes
Features	
Input for exit button	Yes
Input for door contact	Yes
Alarm/bell output	Yes
Can be used with fail OPEN release	Yes
Can be used with fail CLOSED release	Yes
Environment	
Operating temperature	-20°C - +55°C
Moisture resistance	No – if used externally, it must be protected in an IP65 weatherproof housing

5.2.18 Door Entry.

The door entry system (Paxton Net2 Entry or equivalent) shall comprise monitor, panel and door controller. The system shall be capable of extending up to 100 panels and shall be extendable up to 1000 monitors. The system shall be capable of intruder alarm integration, Pan/Tilt camera functionality to capture angled views, low light sensitivity camera, SIP compatibility for answering the door, and the capability of adding additional cameras for increased security.

The Door Entry system shall meet or exceed the following specifications:

Table 5.2.18

<u>Description</u>	<u>System Specification</u>
Power over Ethernet (PoE)	Yes – IEEE 802.3af class 0
Panels per system	100
Monitors per system	1000
<u>Description</u>	<u>System Specification</u>
TCP/IP Ethernet extension limit	100m
Cable type	CAT6

5.2.19 Networked access control system.

The networked access control system (Paxton Net2 or equivalent) shall be administered using one or more PCs. The system shall be capable of being monitored and managed from a central location. Door controllers shall include wired, wireless or battery powered systems. The system shall have modular construction to enable system expansion. The networked access control system shall be capable of providing a complete access control solution from a Server running access control software, Wireless IP Access Control Solution, Door Entry System and Wired IP Access Control Solution.

5.2.20 Wired Controller (Net2 plus or equivalent):

The following specifications shall be met or exceeded:

Table 5.2.20

<u>Description</u>	<u>System Specification</u>
Maximum total users/tokens	50 000
PIN Length	4 - 8
Door open time	1 sec – 5000 secs
Communication	

TCP/IP	Yes
DHCP support (fixed IP recommended)	Yes
Hardware	
Reader ports per ACU	2
3 rd party reader support	Yes – if compatible
Reader cable type	Belden 9540 or equivalent
Network cable type	CAT6 or Belden 8723 or equivalent
Features	
Input for exit button	Yes
Input for door contact	Yes
Alarm/bell output	Yes
Environment	
Operating temperature	0°C - +55°C
Moisture resistance	No – if used externally, it must be protected in an IP65 weatherproof housing

5.2.21 Wireless Controller (Paxton Net2 Nano or equivalent):

The following specifications shall be met or exceeded:

Table 5.2.21

Description	System Specification
Inputs	10 000
Relay	4
Door open time	1 sec – 999 999 secs
Communication	
TCP/IP	Yes
Wireless	Yes
Wireless devices per Net2Air bridge or equivalent	10
Optimum wireless range	20m
Encryption	AES 128bit
Hardware	
Reader ports per ACU	1
3 rd party reader support	Yes – if compatible
Reader cable type	Belden 9540/9538 or equivalent
Network cable type	CAT6 or Belden 8723 or equivalent
Description	System Specification
Features	
Input for exit button	Yes
Input for door contact	Yes
Alarm/bell output	Yes
Environment	
Operating temperature	0°C - +55°C

Moisture resistance

No – if used externally, it must be protected in an IP65 weatherproof housing

5.2.22 Building Control – I/O Board

The following specifications shall be met or exceeded:

Table 5.2.22

Description	System Specification
Inputs	4
Relay outputs	4
Communication	
TCP/IP	Yes
Optimum wireless range	20m
DHCP support (fixed IP recommended)	AES 128bit
Environment	
Operating temperature	-20°C - +55°C
Moisture resistance	No – if used externally, it must be protected in an IP65 weatherproof housing

5.2.23 Software (Paxton Net2 Pro, Lite or equivalent) shall be PC based which allows the control of door access. The software shall have features including support for Multiple clients, Free Upgrades, CCTV integration, Site graphics, Triggers and actions, Biometric integration, Timesheet and Timeline and Card designer. Where additional features are required such as Fire Alarm integration or Security lockdown the software shall support these expanded requirements.

5.2.24 Pedestrian gates shall have the heavy duty strike lock equivalent to the CISA Rim lock or equivalent.

5.2.25 Sliding gates shall have 500kg 12V motors and shall include a 7.2AH/12V battery. The units shall be equivalent to the ET 500 AC/DC for standard gates. For heavier gates (1000kg) the units shall be equivalent to the Centurion A10 endurance industrial motor complete with DC converter. Service providers shall include all the components necessary to complete a fully functional installation in their price list, including rack, rollers, transmitters, receivers, etc. as required.

5.2.26 Vehicle booms shall be equivalent to the ET Access Blue traffic barrier and shall operate with the ET or equivalent rolling-code format remotes. The unit offered shall be able to operate with a boom length of at least 5m, with an operating speed of less than 5 seconds and number of operations more than 2 000 per day. Service providers shall include all the required components necessary to complete a fully functional installation in their price list, which shall include any loop vehicle detectors required.

5.2.27 Turnstiles shall be equivalent to Turnstar Tritan and Motor drive MT BAR-ST units.

5.2.28 Speedstiles shall be equivalent to Gunnebo Speedstile FPW units.

5.2.29 The cameras offered shall be compatible with existing systems generally and at the TMC shall be IP cameras equivalent to the Avigilon cameras currently installed.

5.2.30 The automatic retractable traffic bollard shall be the FAAC or equivalent J200 HA Automatic unit.

5.2.31 The server shall have at least a Quad Core Intel or equivalent processor, with 8GB RAM, 500GB hard drive, 24" LCD display, keyboard and mouse. The server shall be 19" rack mounted. The server shall be able to be upgradeable to the Simplicity platform or equivalent, if required.

- 5.2.32** The server shall have or be able to provide USB, RS232 and RS485 ports, as required for the existing network.
- 5.2.33** An Ethernet or equivalent IEEE 802.3 compliant network card shall be included.
- 5.2.34** For isolated security communication networks a second Ethernet or equivalent IEEE 802.3 compliant card may be required.
- 5.2.35** The Server computer's operating system shall be the latest software version supplied by Windows which shall support the access control system software.
- 5.2.36** Service providers detailed and comprehensive price list shall include all required components to supply a fully functional installation including mounting brackets and accessories.
- 5.2.37** The workstation or client computer MINIMUM REQUIREMENT shall have a Dual Core, 3GHz Intel or equivalent processor, with 8GB RAM, 500GB hard drive or 500GB hard drive, 24" LCD display, keyboard and mouse.
- 5.2.38** The network interface for connection to the Server shall be a minimum of 100BaseT.
- 5.2.39** The workstation shall be supplied with Microsoft Windows 10 Professional or later compatible operating system, complete with access control system client software and licences.
- 5.2.30** The service provider is required to inform the City of any new technology that has become available that can be introduced to ensure future proof functional access control systems.

5.3 INSTALLATION, COMMISSIONING AND MAINTENANCE

- 5.3.1** The service provider shall be responsible for the installation and commissioning of the Access Control System. This relates to new and existing Access Control Systems. Construction related items can only be supplied by the service provider if such equipment must be installed during the time of the Access Control System installation. This will be completed at the time of finalizing the scope of work and the City will have the final decision.
- 5.3.2** The installation shall be of an industry recognized standard to the satisfaction of the City's Representative.
- 5.3.3** Service providers shall be required to begin and complete an installation before beginning a new installation utilising the same team.
- 5.3.4** All cables shall be properly marked end to end, to enable easy tracing from accurate as-built documentation.
- 5.3.5** A detailed schematic diagram of the installation indicating positions, routes and terminations shall be supplied to the CCT as part of the hand-over documentation on completion of each new installation and the cost thereof included in the price list.
- 5.3.6** Network cables to be marked end to end, and to be clearly indicated on a schematic diagram created on AutoCAD or Visio. Service providers shall provide a sample diagram as part of the Bid in Schedule 15 E.
- 5.3.7** Full costs with respect to installation and commissioning of a fully functional Access Control System shall be included in the price list.
- 5.3.8** All communication shall be via twisted pair-screened cabling.
- 5.3.9** Eight-core, overall screened, Mylar or equivalent cable shall be used to connect card readers. The screen of the cable shall be terminated on both ends.
- 5.3.10** All mag lock wiring shall be wired using red and black multi-stranded single core flexible panel/automotive wiring, with at least a conductor cross-section of 0.8mm².

- 5.3.11** All surface cables shall be housed in suitable trunking/conduit.
- 5.3.12** No rip cord or indoor cable shall be used unless specified by the City's Representative.
- 5.3.13** No solid core cable shall be used.
- 5.3.14** All wiring that is polarity dependent shall be colour coded to the applicable standard.
- 5.3.15** All conduits shall be continuous and if EGA trunking or equivalent is used, all lengths shall be joined by neat 45degree mitre cuts only.
- 5.3.16** Door contact switches shall be fastened with self-tapping screws and not glued. It may only be glued if no facility for screws exists on the door contacts.
- 5.3.17** The onus shall be on the contractor to ensure that all wire-ways allow for adequate capacity and all cables shall have a minimum of one metre slack where appropriate.
- 5.3.18** All installations, repairs and maintenance shall be of an industry recognised standard, acceptable to the City's Representative and any deviations from these expected standards shall be rectified before additional orders are placed.
- 5.3.19** The successful contractor will be required to provide tenders for each job based on the price schedules, for the duration of the contract period.
- 5.3.20** The successful contractor shall familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.
- 5.3.21** It is the responsibility of the contractor to do his own quality checks and snagging in order to ensure that the completed Works comply with the specification in every respect. On completion of the Works, the Contractor shall notify the City's Representative that the Works are ready for inspection. The Contractor shall provide adequate notice and facilitate the Works inspection. Should the Works require remedial action, the City's Representative shall issue a snag list for action by the Contractor.
- 5.3.22** Thereafter, and upon notification by the contractor of completion of the snagged items, the City's Representative shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the list or those snag items in an agreed section of the Works, shall the Works, or such section of the Works as agreed upon, be deemed to be complete for handing over purposes. Until such as a completed state is achieved, the works, or those sections of the works as defined, shall remain under the contractor's responsibility and insured by him.
- 5.3.23** At hand over of the Works or agreed section of the Works, a valid Certificate of Compliance shall be issued to the City's Representative.
- 5.3.24** At hand over of the Works or agreed section of the Works, the City's Representative shall be issued with relevant documentation and Operation and Maintenance Manuals for the equipment and installation.
- 5.3.25** The successful Contractor shall provide the second line support and will be required to provide tenders for each job based on the price schedule for the duration of the contract period.
- 5.3.26** Overtime shall be paid for work done on the specific prior request of the City's Representative, or for work that can only be carried out after normal working hours, with prior approval of the City's Representative.
- 5.3.27** Service providers shall include in the detailed and comprehensive price list, at quotation stage, all necessary components and accessories to achieve a fully functional installation.
- 5.3.28** The successful contractor shall familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.

5.3.29 The City's Representative shall be appraised of all repairs in order to verify and accept the fully functional Works before payment is recommended.

5.3.30 The second line support and faulty equipment replacement shall include all the hardware and software required to maintain fully functional Access Control Systems, Equipment and Ancillaries.

5.4 Review Meetings

The City will hold Monthly Review Meeting. At these meetings, the performance of the Contractor in terms of these performance elements and the related measures and metrics will be presented and discussed, and any Penalties agreed. The status of current and proposed projects, outstanding quotations and orders, and other account-related matters may also be discussed.

Attendance at such Review Meetings is required in terms of this performance management system.

ANNEXURE 1: Fault Severity Classification: Access Control Systems**Performance Level Agreement: Fault severity classification**

Description	Classification
More than 50% of users affected. More than 50% of controllers not responding Failure of user or database servers A critical priority failure at a site	Severity 1
A medium priority failure at a site Failure of some controllers Less than 50% of users affected Failure of communications	Severity 2
A low priority failure at site This defined as a request for undertaking procedural work such as reports or reconfiguring system components or assistance with parameters or settings.	Severity 3
This is defined as assistance with routine or planned maintenance or upgrades	Severity 4

**Note: The overall system performance classification will override any other individual classification.
The City may elevate the severity of a specific site by mutual agreement for special events**

ANNEXURE 2: Performance Level Agreements: Access Control Systems

Nr	Description	Type of support	PLA
1	Lenel or equivalent Access Control System at Cape Town Civic Centre	High-level support, 2nd line and above	System Availability (During working hours), excluding planned maintenance) >95% Severity 1 = 4 Hours to site 24/7/365, Restore = 8 hours Severity 2 = Next day to site 24/7/365, Restore 8 hours Severity 3 = Next working day, Restore 1 day Severity 4 = Restore 5 working days
2	Lenel or equivalent Access Control Faulty equipment repair at Cape Town Civic	Equipment repair	6 weeks to repair
3	Centaur (CDVI) or equivalent Access Control System at other facilities	High level support, 2nd line and above	System Availability (During working hours), excluding planned maintenance) >95% Severity 1 = 4 Hours to site 24/7/365, Restore = 8 hours Severity 2 = Next day to site 24/7/365, Restore 8 hours Severity 3 = Next working day, Restore 1 day Severity 4 = Restore 5 working days
4	Centaur (CDVI) or equivalent Access Control System at other facilities	Equipment repair	6 weeks to repair
5	Paxton or equivalent Access Control System at City buildings	High level support, 2nd line and above	System Availability (During working hours), excluding planned maintenance) >95% Severity 1 = 4 Hours to site 24/7/365, Restore = 8 hours Severity 2 = Next day to site 24/7/365, Restore 8 hours Severity 3 = Next working day, Restore 1 day Severity 4 = Restore 5 working days
6	Paxton or equivalent Access Control System Faulty equipment repair at City buildings	Equipment repair	6 weeks to repair

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1 A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the Supplier is required to deliver to the Purchaser under the agreement. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

- 1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the Supplier in accordance with the relevant provisions of the Copyright Act (Act 98 of 1978) relating to the Contract shall be vested in the Purchaser. Where copyright is vested in the Supplier, the Purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the agreement and need not obtain the Supplier's permission to copy it for such use. Where copyright is vested in the Purchaser, the Supplier shall not be liable in any way for the use of any of the information other than as originally intended in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, arising from the use of such documentation for other purposes.

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

- 5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 Intellectual Property
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
 - 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any

Intellectual Property of the Purchaser;

- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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

5.10 PERFORMANCE MONITORING

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- [11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R5 million]** in respect of each and every claim during the contract

period.]

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 Payment of invoices will be made:

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

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The Supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
Not Applicable	

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 Prices are firm and not subject to adjustment

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be 5% of the value per Purchase Order if SLA,s are not met per event. In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, No such penalties shall exceed 10% of the value of the PO concerned.

Recurring call outs for the same event will be penalized as follows:

- 2nd Call out 25% of Schedule B Table B1 Item B1.69 page 35
- 3rd Call our 50% of Schedule B Table B1 Item B1.69 page 35
- 4th Call out 100% of Schedule B Table B1 Item B1.69 page 35

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relaying to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:

23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith

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

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the Supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the Purchaser.

- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers

shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the day delivery of delivery or the next Working Day,
 - b) sent by registered mail – five (5) Working Days after mailing,
 - c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

Insurance



29 July 2024

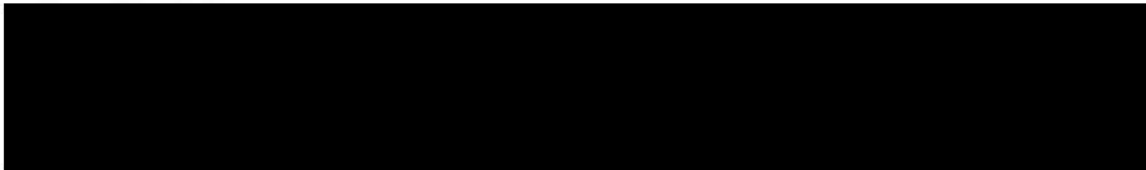
City of Cape Town
City Manager Civic Centre
12 Hertzog Boulevard Cape Town
8000

To Whom It May Concern,

CONFIRMATION OF COVER

This letter serves to confirm that insurance has been arranged for above client.

Tender Number:	301S/2023/24
Tender Description:	Supply and Installation and Maintenance of Access Control Systems
Insured:	
Address:	
Insurer:	
Policy Number:	
Section covered:	Public/Contractors Liability
Public Liability Limit:	R20 000 000.00
Products Liability Limit:	R5 000 000.00
Defective Liability:	R5 000 000.00
Employers Liability:	R20 000 000.00
Period of Insurance:	19 July 2024 – 18 July 2025
Insurer:	
Policy number:	
Motor Liability:	R2 500 000.00
Period of Insurance:	01 January 2024 – 31 December 2024



Insurance

This Certificate provides a summary of the cover and is not intended to amend, extend, replace or override terms and conditions from the insurance companies. We trust that this information meets with your requirements and should you have any queries please do not hesitate to contact us.

Kind regards



Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

- The Monthly Project Labour Reports must be completed in full, using typed, proper case characters, alternatively, should a computer not be available, handwritten in black ink.
- Incomplete / incorrect / illegible forms will not be accepted.
- Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- If a field is not applicable insert the letters, NA
- Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

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

- A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- Was the beneficiary sourced from the City's job seeker database?
- Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month.
- Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.
- Submission of Forms
- Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (pdf) format, together with the completed form in Microsoft Excel format.
- Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- If a computer is not available hardcopy forms and supporting documentation will be accepted

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)													
DIRECTORATE:		DEPARTMENT:													
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:													
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL NUMBER:		CELL WORK											
PROJECT LABOUR REPORT CURRENT MONTH (mark with 'X')															
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR			

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

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Sheet of						
No.	(6) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R
Declared by Contractor or Vendor to be true and correct:		Name		Date		Signature						
Received by Employer's Agent / Representative:		Name		Date		Signature						

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

Approved Financial Institution as at 28 February 2023:

NOT APPLICABLE

1.

Annexure F - Tender Returnable Documents