



MEMORANDUM OF AGREEMENT

FOR THE

**SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL
SYSTEMS**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

REGEND SERVICES (PTY) LTD

(REGISTRATION NO. 2015/21995/07)

Contract No 001S/2021/22



PREAMBLE

WHEREAS Tender **001S/2021/22** was awarded to [REDACTED] in line with resolution **SCMB 13/11/21 on 02 November 2021** for the **SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS**, from date of **commencement of Contract until 30 June 2026**.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **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 Employer**"), herein represented by **Executive Director: Information Systems & Technology** duly authorised hereto;
- 1.2. [REDACTED], a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] ("**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his/her capacity as [REDACTED].

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
- 2.1.1. first, the terms and conditions of the SCC;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Parts and Annexures to this Contract; and
 - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the **date of commencement until 30 June 2026.**

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.



- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 4: SPECIFICATIONS**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.



7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

DETAILS OF CONTRACTOR

TENDER NO: 1S/2021/2022

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

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)	COMPANY
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: () Cellular Telephone: [REDACTED] E-mail address: [REDACTED]
Income tax number	[REDACTED]
VAT registration number	[REDACTED]
SARS Tax Compliance Status PIN	[REDACTED]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[REDACTED]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[REDACTED]

FORM OF OFFER AND ACCEPTANCE

TENDER NO: 1S/2021/2022

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 1S/2021/2022 – SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

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;
1. 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.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

FICL
3

PART 1 : AGREEMENTS

TENDER NO: 1S/2021/2022// TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS

ACCEPTANCE (TO BE FILLED IN BY THE CITY)

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 5 above;
- Part 1: Agreements
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Specifications
- Part 5: Pricing Schedule
- Part 6: Occupational Health and Safety Agreement.

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

TENDER NO: 1S/2021/2022// TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE OF ACCESS CONTROL SYSTEMS

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	[REDACTED]
Business Registration	Not applicable	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Accepted contract sum including tax	Rates Based	Rates Based
Accepted contract duration	from the date of commencement until 30 June 2026.	from the date of commencement until 30 June 2026.
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	04 April 2022	6 April 2022
Signed: Location	Cape Town	Cape Town
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (Continued)

**TENDER NO: 1S/2021/2022// TENDER DESCRIPTION: SUPPLY, INSTALLATION AND
MAINTENANCE OF ACCESS CONTROL SYSTEMS**

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

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 becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject **CLARIFICATION NOTICE 1: DATED 19 JULY 2021- TENDER NUMBER:
1S/2021/2022// SUPPLY, INSTALLATION AND MAINTENANCE OF
ACCESS CONTROL SYSTEMS.**

Details. **CHANGES MADE TO THE PRICE SCHEDULE: SECTION 5
MANDATORY REQUIREMENT: CLAUSE 2.2.1.1.3**

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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

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

PART 2: 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 Contract:

a) **1. Definitions**

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 contract. 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**.

Add the following after Clause 1.25:

1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

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

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 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this 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 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, **save that if the Employer 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 that 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 cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

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 order:

- 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
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods 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 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 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 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 orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods 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 documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods 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 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 contract and need not obtain the supplier's permission to copy 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 for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party 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 contract within two (2) years of completion of the services 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 contract 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 Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, 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 Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer'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 Employer;

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 Employer;

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer 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 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses



Delete Clause 8.2 and substitute with the following:

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 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 order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods 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 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 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:
- a) 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;
 - b) 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;
 - c) 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 bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) 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.

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

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT 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 **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **twelve (12) months** after the goods have been delivered.

16. Payment

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

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month

will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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 order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

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 Director: Supply Chain Management if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:
- a) The mark-up% and services fees will remain fixed for the duration of the contract
 - b) OEM yearly price increases as deemed acceptable to the CCT
- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).
- 17.5.1 Adjustment for variations in rates of exchange:
- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
 - (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub- paragraph (c) below.
 - (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub- contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

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, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, 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, such work will not become due and payable until amended order has been issued by 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 the were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 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 a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

b) 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 **1%** of the project/work quotation if SLA,s are not maintained

- 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** relating 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 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 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, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;

- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
 - 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
 - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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

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 23.1(c), 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 (b) and replace with the following:

(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 working day of delivery
 - 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 supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate 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 [REDACTED])

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is [REDACTED].

d) ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

33. OEM Certification

The OEM certification is an ongoing contractual requirement, the tenderer must therefore maintain this certification for the duration of the contract. Non-adherence to this condition will result in breach of contract.

34. Protection of Personal Information

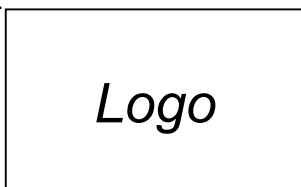
The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly it undertakes to ensure

compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this clause apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

35. Periodic review

This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

'ANNEXURE A'



Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 1S/2021/2022//

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

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)



PART 3: 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 so 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.
- 7.2 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.

PART 4: SPECIFICATIONS

13.1 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 Centaur 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 Tenderer 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.

Schedule A: Supply of Access Control Systems

Schedule B: Supply of Access Control Equipment and Ancillaries

Schedule C: Support, Maintenance and Monitoring of Cloud Based Access Control Systems Schedule D: Installation, Upgrades and Maintenance of Access Control Systems and Equipment.

The tender provides for an equivalent replacement, fully compatible with the existing software/system/equipment/ancillaries and the onus is on the Tenderer 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.

13.1.1 Reporting Obligations.

The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

13.2 TECHNICAL AND FUNCTIONAL REQUIREMENTS

Indicate in the table below that all system specifications are met or not

Table 13.2

Please indicate by a YES or No if the functionality and specification is met	System Specification Met
13.2.1 Access Control System Minimum Functionality	
13.2.17 Standalone access control system.	
13.2.18 Door Entry	
13.2.20 Wired Controller	
13.2.21 Wireless Controller	
13.2.22 Building Control	

13.2.1 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

13.2.2 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.

- 13.2.3** Only genuine OEM certified spares and accessories will be considered – no non genuine products will be given any consideration.
- 13.2.4** 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.
- 13.2.5** Each controller shall control up to 8 doors where required, with three expander cards connected to the controller, before utilising another controller.
- 13.2.6** The controllers shall be powered from 24VAC-3A transformers, and the expanders from 16VAC-2A transformers. Each module shall have its own transformer.
- 13.2.7** Backup batteries 12V-7.2AH shall be installed on all modules.
- 13.2.8** 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.
- 13.2.9** Controllers and Expanders shall be mounted as close as possible to the doors they control in a secure position.
- 13.2.10** Proximity Card Readers, part no: STARPW, CR-R880-BL or DGLP FN WLC or equivalent shall be utilised.
- 13.2.11** Tenderers 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. Tenderers shall also offer alternative units with a database of up to 1 500 such as the Grundic 5 000 or equivalent.
- 13.2.12** 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.
- 13.2.13** 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.
- 13.2.14** 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.

13.2.15 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.

13.2.16 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.

13.2.17 Standalone access control system.

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

Table 13.2.17

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

13.2.18 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 13.2.18

Description	System Specification
Power over Ethernet (PoE)	Yes – IEEE 802.3af class 0
Panels per system	100
Monitors per system	1000
Description	System Specification
TCP/IP Ethernet extension limit	100m
Cable type	CAT5

13.2.19 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.

13.2.20 Wired Controller (Net2 plus or equivalent):

The following specifications shall be met or exceeded:

Table 13.2.20

Description	System Specification
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

3rd party reader support	Yes – if compatible
Reader cable type	Belden 9540 or equivalent
Network cable type	CAT5 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

13.2.21 Wireless Controller (Paxton Net2 Nano or equivalent): The following specifications shall be met or exceeded: **Table 13.2.21**

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	CAT5 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

13.2.22 Building Control – I/O Board

The following specifications shall be met or exceeded:

Table 13.2.22

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

13.2.23 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.

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

13.2.25 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. Tenderers shall include all the components necessary to complete a fully functional installation in their price list, including rack, rollers, transmitters, receivers, etc. as required.

13.2.26 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. Tenderers 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.

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

13.2.28 Speedstiles shall be equivalent to Gunnebo Speedstile FPW units.

13.2.29 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.

- 13.2.30** The automatic retractable traffic bollard shall be the FAAC or equivalent J200 HA Automatic unit.
- 13.2.31** 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 Simplivity platform or equivalent, if required.
- 13.2.32** The server shall have or be able to provide USB, RS232 and RS485 ports, as required for the existing network.
- 13.2.33** An Ethernet or equivalent IEEE 802.3 compliant network card shall be included.
- 13.2.34** For isolated security communication networks a second Ethernet or equivalent IEEE 802.3 compliant card may be required.
- 13.2.35** The Server computer's operating system shall be Microsoft Windows 2008 Server or better which shall support the access control system software.
- 13.2.36** Tenderers detailed and comprehensive price list shall include all required components to supply a fully functional installation including mounting brackets and accessories.
- 13.2.37** The workstation or client computer 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.
- 13.2.38** The network interface for connection to the Server shall be a minimum of 100BaseT.
- 13.2.39** The workstation shall be supplied with Microsoft Windows 10 Professional or later compatible operating system, complete with access control system client software and licences.
- 13.2.40** Should the CCT require a Cloud Based Access control system to secure City buildings, including substations, to control the access of people, remotely with the capability of video verification at a control room. The system shall allow depots and control rooms to manage their own individually programmed remotes. A one-page dashboard shall display the current status of each site (armed, network off, AC failures etc.). The system shall allow staff to verify site visitors, open doors, arm/disarm intrusion detection systems, using remote applications such as cell phone apps.
- 13.2.41** The Cloud Based Access Control System shall have the following functionality:

An Access Control Management system, that offers the facilitation of cloud-based management of multi-sites, from any web-enabled device, to administer user credentials, areas, schedules, permissions, states, add/revoke tokens and access, through a single interface.

Real-time activity visibility, search, print and exportation of system and user activities, custom alerts for pre- determined events as they occur, with push alert to email/sms

Software that easily scales up as required, automated back-ups/Fail-over, and flexible enough to function as a standalone system and ideally seamlessly integrate with existing hardware infrastructure and software tools and other access control systems.

13.2.41.1 Remote Staff/Depot functions:

- a) The remote operator or depot shall be able to program individually coded remotes for each person on a global access control network.
- b) The Management of the expiry of remotes shall be provided.
- c) Single screen substation/building status overview of all depot sites (Network, disarmed, intrusion, AC failure etc.) shall be provided.
- d) The following reporting functionality shall be provided in the system reports:
 - i. Theft Incidents
 - ii. Sites not operational
 - iii. Auditing of access trail
 - iv. User remote expiry status
- e) Notification via cellphone capability shall be provided:
 - i. Prioritised critical sites in alarm
 - ii. Arm/Disarm intrusion detector system per site
 - iii. Monitor AC failures per site
- f) Cellphone functionality shall include announcements to on site speakers

13.2.41.2 Access Control

Remote fob shall meet or exceed the following requirements:

- i. IP65 where required
- ii. Capable of interfacing with 2000 sites
- iii. 1000 individually coded user remotes on one database, which can be given access to one of three distribution areas with four depots in each area (Some remotes have global access to all sites).
- iv. Secure facility code.
- v. User remote expiry date.
- b) Shall provide Speaker/Intercom integration.
- c) Shall provide for one to three doors fitted with outdoor CISA or equivalent locks, with a high security key on the outside, to override the lock.

13.2.41.3 Substation Access Control System shall meet or exceed the following requirements:

- a) Standard Access Control detection features shall be possible such as auto bypass, contact ID reporting, auto arm, siren/strobe, auto arm on no movement after 2 hours.
- b) Emergency buttons fitted inside the building.

- c) Emergency on remote fob and shall be configured to prevent false alarms through the requirement that two buttons pressed simultaneously to indicate an emergency situation.
- d) Contact ID monitored on Patriot or equivalent via GSM modem.
- e) Keypad mounted inside to disarm system in an emergency or equipment failure.
- f) Outdoor system status LED's, high brightness to indicate Armed, Intrusion and Ready status.
- g) The system shall support a minimum of four (4) PIR detector zones, four (4) doors, fire double mag release, emergency fob and interior button.

13.2.41.4 Camera verification

- a) This functionality shall be fully integrated into the Substation Access Control System to verify entrance and exit of personnel at the cloud or access monitoring control rooms.
- b) Camera shall be preferably integrated with the PIR device.
- c) Verification of personnel entering the building.
- d) Facial recognition or LPR capable if required.
- e) Snap shots streamed to cloud and access monitoring control rooms.

13.2.41.5 Monitoring and response shall be capable of:

- a) Live capture of personnel entering the building.
- b) Contact ID monitored on and reported via GSM modem.

13.2.41.6 Technical Support able to perform technical functions not limited to:

- a) Remote panel programming

13.2.41.7 Cloud Server and IOT technology shall provide the following functionality:

- 1) Full support from the cloud server host of the following;
 - i. Able to remotely manage sites.
 - ii. Real-time notifications via cellphone application of technical and client verification.
 - iii. All APN, local servers, licensing and data costs shall be supported.
 - iv. Installation, programming and assistance support.
 - v. Software based camera verification
 - vi. Client support where not specified
 - vii. Software updates when required
 - viii. Diagnostics of hardware and software as required
 - ix. View of the technical status of all the sites.
- 2) Online programming of user remote fobs and access management.
- 3) Remote support with online functionality.
- 4) Video verification to confirm authorised personnel access to sites.



- 5) The control room shall have the ability to announce and issue instructions via a speaker.
- 6) A single platform of operation.
- 7) Communications via cellular technologies with Ethernet or equivalent IEEE 802.3 compatibility.
- 8) All events shall be saved to the Cloud.
- 9) Full equipment integration.

13.2.41.8 Video Verification

- a) Events and associated video shall be sent to the Access Monitoring Control Room to facilitate event reconstruction.

13.2.41.9 Camera Connectivity

- a) Plug-and-play connectivity to IP cameras and live connections to authorized users from their smart phones and tablet apps.

13.2.41.10 Smart Notification

- a) Push notifications to authorized smart phone and tablet apps on events.

13.2.41.11 Live Intervention

- a) Using video analytics, the Access Monitoring Control Room shall be able to issue commands, such as switching lights on and opening doors as required.

13.3 INSTALLATION, COMMISSIONING AND MAINTENANCE

13.3.1 The successful Tenderer shall be responsible for the installation and successful commissioning of the Access Control Systems, Equipment and Ancillaries. This shall include, but not be limited to power installations, cabling, software and equipment amongst others to provide fully functional Access Control Systems, as required.

13.3.2 The installation shall be of an industry recognized standard to the satisfaction of the City's Representative.

13.3.3 Contractors shall be required to begin and complete an installation before beginning a new installation utilising the same team.

13.3.4 All cables shall be properly marked end to end, to enable easy tracing from accurate as-built documentation.

13.3.5 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.

13.3.6 Network cables to be marked end to end, and to be clearly indicated on a schematic diagram created on AutoCAD or Visio. Tenderers shall provide a sample diagram as part of the Bid in Schedule 15 E.

- 13.3.7** Full costs with respect to installation and commissioning of a fully functional Access Control System shall be included in the price list.
- 13.3.8** All communication shall be via twisted pair-screened cabling.
- 13.3.9** 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.
- 13.3.10** 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.
- 13.3.11** All surface cables shall be housed in suitable trunking/conduit.
- 13.3.12** No rip cord or indoor cable shall be used unless specified by the City's Representative.
- 13.3.13** No solid core cable shall be used.
- 13.3.14** All wiring that is polarity dependent shall be colour coded to the applicable standard.
- 13.3.15** All conduits shall be continuous and if EGA trunking or equivalent is used, all lengths shall be joined by neat 45- degree mitre cuts only.
- 13.3.16** 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.
- 13.3.17** 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.
- 13.3.18** 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.
- 13.3.19** The successful contractor will be required to provide tenders for each job based on the price schedules, for the duration of the contract period.
- 13.3.20** 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.
- 13.3.21** 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.

- 13.3.22** 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.
- 13.3.23** 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.
- 13.3.24** 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.
- 13.3.25** 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. `
- 13.3.26** 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.
- 13.3.27** Tenderers shall include in the detailed and comprehensive price list all necessary components and accessories to achieve a fully functional installation.
- 13.3.28** 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.
- 13.3.29** The City's Representative shall be appraised of all repairs in order to verify and accept the fully functional Works before payment is recommended.
- 13.3.30** 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.

13.4 Review Meetings

The City will regularly call and hold Review Meeting, not more than once per month. 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.

Nr	Description	Type of support	PLA	Tenders Response Yes/No
1	Lenel or equivalent Access Control System at Cape Town Civic Centre	High level support, 2nd line and above	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	Yes
2	Lenel or equivalent Access Control Faulty equipment repair at Cape Town Civic	Equipment repair	6 weeks to repair	Yes
3	Centaur (CDVI) or equivalent Access Control System at other facilities	High level support, 2nd line and above	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	Yes
4	Centaur (CDVI) or equivalent Access Control System at other facilities	Equipment repair	6 weeks to repair	Yes
5	Paxton or equivalent Access Control System at City buildings	High level support, 2nd line and above	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	Yes
6	Paxton or equivalent Access Control System Faulty equipment repair at City buildings	Equipment repair	6 weeks to repair	Yes

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 reconfiguringsystem components or assistance with parameters or settings.	Severity 3
This is defined as assistance with routine or planned maintenance or upgrades	Severity 4

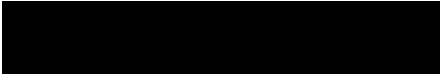
Note: The overall system performance classification will override any other individual classification.

The City may elevate the severity of a specific site by mutual agreement for special events

Performance Level Agreement: Priority Classification for Sites

Site Name	System	Classification
44 Wale Street	Centaur	Critical
50 Wale Street	Centaur	Low
Alphen Civic Centre	Centaur	Medium
Athlone Civic Centre & Cash Office	Centaur	Critical
Atlantis MVR	Centaur	Critical
Atlantis Water Treatment Plant	Centaur	Low
Bellville Civic	Centaur	Critical
Bellville Technical Centre	Centaur	Medium
Belpark Building	Centaur	Medium
Blaauberg Administration, Pienaar Rd,	Centaur	Critical
Blackheath Water Treatment Plant	Centaur	Critical
Bloemhof Electrical Depot	Centaur	Medium
Bloemhof HQ Electrical Depot	Lenel	Medium
Bonteheuwel Sub Council	Centaur	Medium
Brackenfell Civic Centre	Centaur	Critical
Cape Town Civic Centre	Lenel	Critical
Delft Housing	Centaur	Critical
Durbanville Civic	Centaur	Critical
Elsies River Traffic	Centaur	Medium

Faure Water Treatment	Centaur	Critical
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Site Name	System	Classification
Fezeka Sub Council	Centaur	Low
Firlands WTP	Centaur	Medium
Fish Hoek Driver License Training	Centaur	Medium
Fish Hoek Municipal Office	Centaur	Medium
Gallows Hills	Centaur	Medium
Glengarry Reservoir	Centaur	Medium
Goodwood Civic	Centaur	Critical
Goodwood Firestation	Centaur	Medium
Goodwood Motor Vehicle Registration	Centaur	Medium
Gugulethu and Cash Office	Centaur	Medium
Harbour View Law Enforcement prev 101 Hertzog Boulevard	Paxton	Medium
Helderberg WTP	Centaur	Medium
Hilstar Traffic Dept	Centaur	Critical
Joe Gqabi MVR, Housing and Cash Office	Centaur	Critical
Keller House	Centaur	Low
Khayelitsha	Centaur	Medium
Kraaifontein Civic	Centaur	Critical
Kuilsriver Civic Centre & Cash Office	Centaur	Critical
Kuilsriver Omniforum Building	Centaur	Medium
Lansdowne Housing	Paxton	Medium
Lentegeur Housing	Centaur	Medium
Macassar Housing	Centaur	Medium
Melkbos Reservoir	Centaur	Medium
Melton Rose Housing	Centaur	Medium
Milnerton Cash Office & MVR	Centaur	Critical
Milpark Milnerton	Centaur	Low
Muizenberg Civic	Centaur	Medium
Ndabeni Fleet	Centaur	Medium
Newlands Control Centre	Lenel	Medium
Nyanga Housing and Cash Office	Centaur	Critical
Ocean View Civic	Centaur	Medium
Omniforum Centre	Centaur	Medium
Ottery Traffic	Centaur	Medium
Parow Centre	Paxton	Critical
Parow Civic and cash office	Centaur	Critical
Parow Traffic Dept	Centaur	Critical
Paul Sauwer	Centaur	Critical
Pelican Park Clinic (New)	Paxton	Medium
Pinelands MVR and Cash office	Centaur	Critical
Platteklouf Reservoir	Centaur	Medium

Site Name	System	Classification
Plumstead Civic Centre	Centaur	Critical
Scientific Services Athlone Waste	Centaur	Medium
Somerset West Civic and Cash Office	Centaur	Critical
Standard Bank Building 7th, 11th & 13th Floor	Centaur	Critical
Steenbars WTP	Centaur	Medium
Strand Civic & Cash Office	Centaur	Critical
Strand Concourse	Lenel	Medium
Table View Mall	Paxton	Medium
Town Centre Mitchells Plain Mall	Centaur	Critical
Traffic/Metro Police Milnerton	Centaur	Medium
Transport Management Centre	Lenel	Critical
Wemmershoek Water Treatment Plant	Centaur	Medium
Westfleur Waste	Softcon	Medium
Wynberg Housing	Centaur	Medium
Various Cash office and MVR	Centaur	Critical
Various Clinics	Centaur	Medium
Various Libraries	Centaur	Low
Various Firestations	Centaur	Low
Various Facilities	Centaur or Lenel	Lower
Various City Buildings	Cloud Based	TBD

The above list will be subject to regular review and updating due to expansion and for other reasons.

8.1 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

8.2 EMPLOYMENT OF SECURITY PERSONNEL

All security staff 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.

8.3 FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- e) Monthly Project Labour Report (**Annex 3**).
- f) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- g) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

PART 5 : PRICING SCHEDULE

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(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Pricing using Mark-up Method:
- 5.9 In this tender, pricing requirements in (5) PRICE SCHEDULE are defined by a mark-up percentage on the OEM Price. 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/
- 5.10 Mark-up percentage (%) is the method where an all-inclusive mark-up percentage (%) is applied to OEM Price. Refer to pricing instruction 5.3 as the mark-up amount must include all, margins and fees added to the OEM Price.
- 5.11 Mark-up percentage (%) is the mark-up amount expressed as a percentage (%) of the OEM Price. The tenderer will offer a markup and that mark-up will be added to the OEM Price.
- 5.12 The OEM pricelist must be submitted with the tender document.
- 5.13 Evaluation Price = OEM Price + Mark up
- 5.14 Fixed rates per unit as specified for services, per CCT financial year or part thereof, and is not

subject to any further form of price adjustment.

- 5.15 All tendered rates must be in Rand (ZAR) and exclude VAT.
- 5.16 This tender consists of four schedules, as tabulated below. Tenderers must submit bids for all schedules and complete the requested pricing schedules in all schedules in order to be considered for evaluation.

5.17

- Schedule A:** Supply of Access Control Systems
Schedule B: Supply of Access Control Equipment and Ancillaries
Schedule C: Support, Maintenance and Monitoring of Cloud Based Access Control Systems
Schedule D: Installation, Upgrades and Maintenance of Access Control Systems and Equipment.

Tenderers must supply together with the tender response, a detailed and comprehensive Recommended Retail Price Lists (OEM Price Lists) in the relevant sub-schedule in Error! Reference source not found.. New OEM Recommended Retail Price Lists may be provided yearly or when the OEM pricing changes.

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Schedule A. Supply of Access Control Systems

Tenderers wishing to bid for this Tender must fill in the tables below with a complete price list. Refer to (5) Specifications section for technical specifications applicable to these schedules.

Note : Where there are more than one OEM's equipment required to complete a system in the tables below, create a table for each OEM separately, indicating the OEM price and Mark-up % for the relevant piece of equipment/system.

TABLE A 1 Supply of Access Control Systems

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. Please provide technical data sheets and/or product specifications and complete product OEM price lists in **Schedule 15 B: Information on Access Control Systems**.

Refer to (13) Specifications and specific paragraph 2 **TECHNICAL AND FUNCTIONAL REQUIREMENTS** for detail specifications for these services.

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY

Fill in the costing tables as provided below

Source of Goods, Identify OEM or Distributor.	OEM Partner Status	Mark-up (%) Note that the mark up % must be fixed for all items listed
DRIVE CONTROL CORPORATION (PTY) LTD FRONTOSA	Approved Dealer	
ADI GLOBAL DISTRIBUTION	Approved Dealer Platinum	8%
SMART LINE INTEGRATION LINKQAGE	Approved Reseller	8%
REGAL Powelltronics	Approved Reseller Key Account	8%

Item	Description	OEM Price (Rand)
A1.1	Networked Access Control Systems (Centaur or equivalent) See items A.2.1.1 to A.2.1.10 in Table A.2 below	R174 736.30
A1.2	Networked Access Control Systems (Lenel On Guard or equivalent) See items A.2.2.1 to A.2.2.10 in Table A.2 below	R376 737.30
A1.3	Stand-alone Access Control System (Paxton or equivalent) See items A.2.3.1 to A.2.3.10 in Table A.2 below	R26 415.00

Table A.2 Typical Project for the Supply of Access Control Systems**THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY**

Tenderers must fill in the Mark-up percentage, as is valid at the closing date of the advertised tender. For evaluation purposes the CCT will take the calculation in 5.8 above to obtain a price for evaluation purposes.

Tenderers must use the identified OEM/Distributor, OEM/Distributor Price List (excluding VAT), and Mark-Up percentage, as reflected in Table A.1 of the Pricing Schedule.

1. Refer to **(13) Specifications** and specific paragraph 2 **TECHNICAL AND FUNCTIONAL REQUIREMENTS** for detail specifications for these services.

Source of Goods, Identify OEM or Distributor.	OEM Partner Status	Mark-up (%) Note that the mark up % must be fixed for all items listed
Drive Control Corporation (Pty) Ltd – A.2.1.1	Approved Dealer	8%
Frontosa Items A.2.1.2 – A.2.1.3	Approved Dealer	
ADI Global Distribution Item A.2.1.4–A.2.1.10	Platinum	
Smart Line Integration Item A.2.2.1–A.2.2.9	Approved Reseller	8%
Linkage A.2.2.10	Approved Reseller	
Regal A.2.3.1, A.2.3.6–8	Key Account	8%
Powelltronics A.2.3.2–A.2.3.6, A.2.3.9–10	Approved Reseller	8%

Item	Description	Quantity	OEM Price (Rand)
A.2.1 Networked Access Control Systems (Centaur or equivalent)			
A.2.1.1	Server	1	37 677.30
A.2.1.2	Client PC Workstation with LCD monitor or equivalent	1	10 536.00
A.2.1.3	Client PC Workstation without monitor	1	8 107.00
A.2.1.4	Centaur or equivalent Standard system Software	1	4 203.00
A.2.1.5	Centaur or equivalent Professional System Software	1	18 549.00
A.2.1.6	Centaur or equivalent Enterprise System Software	1	80 244.00
A.2.1.7	Centaur 2-Door Controller	1	6 959.00
A.2.1.8	Centaur 2-Door Expansion Module	1	4 893.00
A.2.1.9	RS 232 to RS 485 Converter	1	1 784.00
A.2.1.10	USB to RS 485 Converter	1	1 784.00
A.2.2 Networked Access Control Systems (Lenel On Guard or equivalent)			
A.2.2.1	Lenel On Guard or equivalent Professional Software	1	244 145.30
A.2.2.2	Lenel On Guard or equivalent ADV Client Software Licence	1	30 170.00
A.2.2.3	64 Access Readers upgrade	1	28 643.30
A.2.2.4	Lenel On Guard Dual Reader Controller or Equivalent	1	20 239.10
A.2.2.5	Dual Reader Interface Module	1	7 566.30
A.2.2.6	Intelligent System Controller	1	22 897.70
A.2.2.7	Input Control Module	1	8 507.80
A.2.2.8	Output Control Module	1	8 507.80
A.2.2.9	4A, 220VAC Power Supply 12VDC/24VDC output	1	4 760.00
A.2.2.10	D-Link Web Smart Fast Ethernet Switch or Equivalent	1	1 300.00
A.2.3 Stand-alone Access Control System (Paxton or equivalent)			
A.2.3.1	Paradox Security System or equivalent	1	695.00
A.2.3.2	Impronet Engine-USB or equivalent	1	4 450.00
A.2.3.3	Unlock for SQL Engine	1	1710.00
A.2.3.4	Impronet Access-USB or equivalent	1	6 240.00
A.2.3.5	Unlock for SQL Access	1	850.00
A.2.3.6	Improx ECII Controller or equivalent Ethernet/Paxton LK251	1	6 426.00
A.2.3.7	12VDC 3Amp Power Supply Unit	1	379.00
A.2.3.8	PT-BATT Battery or equivalent	1	155.00
A.2.3.9	Integrated Power Supply (Switch Mode) with ITT-RS485	1	4 550.00
A.2.3.10	Improx AMK-Antenna Metal Keypad or equivalent	1	960.00

Schedule B. Supply of Access Control Equipment and Ancillaries**Table B.1 Supply of Access Control Equipment and Ancillaries**

This schedule is for the supply of equipment for the repair, upgrade or maintenance of existing Access Control Equipment and Ancillaries compatible with, equivalent to existing equipment. Please provide technical data sheets and/or product specifications and complete product price lists in **Schedule 15 C. Information on Access Control Systems, Equipment and Ancillaries**.

Refer to (13) **Specifications** and specific paragraph 2 **TECHNICAL AND FUNCTIONAL REQUIREMENTS** for detail specifications for these services.

Fill in the costing tables as provided below.

Source of Goods, Identify OEM or Distributor.	OEM Partner Status	Mark-up (%) Note that the mark up % must be fixed for all items listed
ADI Global Distribution B.1.1 Regal B.1.2-B.1.3, B.1.7-B.1.10	Platinum Key Account	8%
Elvey/Pentagon B.1.4-B.1.5 Castle Access Control B.1.6 Cape Door Systems B.1.11	Approved Reseller Approved Reseller Approved Reseller	8%
Turnstar B.1.12 Gunnebo B.1.13-B.1.14	Approved Reseller Approved Reseller	8%
WB Hardware B.1.15 Voltex B.1.16	Approved Reseller Approved Reseller	8%

Item	Description	OEM Price (Rand)
B.1.1	Wiegand Proximity Reader or equivalent	1 263.00
B.1.2	Grunding 5000 Finger Print Reader or equivalent/ZKTeco LK172-4	6 299.00
B.1.3	Sagem MorphoAccess Finger Print Reader 500+ series with MA-extended license or equivalent - ZKT eco TF1700	4 255.00
B.1.4	Alphone Telephone Master 1:1 or equivalent	707.28
B.1.5	Alphone Adaptor AC/DC 3A 12V Regulator or equivalent	965.80
B.1.6	TX3-200 Slimline Mircom Intercom System or equivalent	10 500.00
B.1.7	Centurion Maxi Mate Swing Gate Motor including Stand Kit or equivalent)	21 338.37
B.1.8	ET 500 AC/DC Gate Motor or equivalent	3 599.00
B.1.9	Centurion A10 Gate Motor for heavy gates or equivalent	8 054.00
B.1.10	Magnetic sensors (SensMag or equivalent)	10.90
B.1.11	Sliding door operator (DORMA or equivalent)	28 963.44
B.1.12	Double Full Height Turnstile (Turnstar, or equivalent)	55 420.00
B.1.13	Turnstiles SpeedStile (1200mm) CW (Gunnebo or equivalent)	184 700.00
B.1.14	Gunnebo AutoSec Motorised Security Revolving Door or equivalent	658 900.00
B.1.15	Emergency Electric Push Bar (Double Door)	12 584.32
B.1.16	Water Proof PVC Boxes (York or equivalent)	946.00

Table B.2 Typical Project for the Supply of Access Control Equipment and Ancillaries**THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY**

Tenderers must fill in the Mark-up percentage, as is valid at the closing date of the advertised tender. For evaluation purposes the CCT will take the calculation in 5.8 above to obtain a price for evaluation purposes.

Tenderers must use the identified OEM/Distributor, OEM/Distributor Price List (excluding VAT), and Mark-Up percentage, as reflected in Table B.1 of the Pricing Schedule.

Refer to (13) Specifications and specific paragraph 2 TECHNICAL AND FUNCTIONAL REQUIREMENTS for detail specifications for these services.

Source of Goods, Identify OEM or Distributor.	OEM Partner Status	Mark-up (%) Note that the mark up % must be fixed for all items listed
ADI Global Distribution Regal F-4 F-9, F-25	Accredited Reseller Key Account	8%
Smart Line Integration Powelltronics F-5, F-18 F-8	Accredited Reseller Accredited Reseller	8%
Cape Door Systems Turnstar F-10 F-11	Accredited Reseller Accredited Reseller	8%
Gannebo W&B Hardware F-12 F-13, F-21, F-27	Accredited Reseller Accredited Reseller	8%
Spectrum Sensor F-14, F-20 F-15	Accredited Reseller Accredited Reseller	8%
Elvey/Pentagon Castle Access Control F-17 F-18, F-28	Accredited Reseller Accredited Reseller	8%
IDS Voltex F-19 F-22	Accredited Reseller Accredited Reseller	8%
CAME Centurion F-23 F-24	Accredited Reseller Accredited Reseller	8%
ACTSYS Falcon F-30 F-30	Accredited Reseller Accredited Reseller	8%
M2M Monitoring Softcon Cape D8 F-29	Accredited Reseller Accredited Reseller	8%
ACDC F-29	Accredited Reseller Accredited Reseller	8%

Item	Description	Quantity	Base Amount (Rand)
B.2.1 Access Control Equipment and Ancillaries			
B.2.1.1	26-Bit Wiegand or equivalent Access Cards	100	36.00
B.2.1.2	Sagem Morpho or equivalent finger print reader 500+ series with MA-extended licence	10	8 425.18
B.2.1.3	Proxnet or equivalent software	1	1 855.00
B.2.1.4	Proxnet or equivalent finger print reader	10	1 480.00
B.2.1.5	HIKVISION or equivalent IR fixed dome network camera	1	889.00
B.2.1.6	Avigilon or equivalent Static IP Network Camera	10	4 873.20
B.2.1.7	Light Duty Door Closer	10	249.00
B.2.1.8	Electronic Door Closer	2	20 784.48
B.2.1.9	Aluminium Plates for Maglock or Door Closers	10	450.00
B.2.1.10	Aluminium Door CISA or equivalent Electric Lock	10	2 050.00
B.2.1.11	CISA or equivalent Rim Lock	10	1 062.00
B.2.1.12	Green resettable break-glass unit (Reset with key)	100	R 199.00
B.2.1.13	Aiphone or equivalent 1+1 Master with Release Button	1	R 1 001.89
B.2.1.14	Aiphone or equivalent 1+2 Master with Release Button	1	R 1 566.38
B.2.1.15	Aiphone JP-4MED M Master Monitor or equivalent	1	R 7 257.50
B.2.1.16	TX3-200 Slimline Mircom or equivalent Intercom System	1	R 10 500.00
B.2.1.17	Commax CDV-35H 1-1 Video Intercom or equivalent	1	R 2 745.33
B.2.1.18	ET 00 Umpetha or equivalent Gate Motor	10	R 2 600.00
B.2.1.19	ET 500 or equivalent Control Module	10	798.00

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B.2.1.20	ET 1000 or equivalent Power Supply	10	R 1 050.00
B.2.1.21	Centurion Sector EVO or equivalent Controller Board	10	R 1 173.25
B.2.1.22	Centurion A10 or equivalent Gate Motor for Heavy Gates	10	R 6 910.00
B.2.1.23	Centurion Maxi Mate or equivalent Swing Gate Motor Including Standing Kit	10	R 8 929.00
B.2.1.24	ET or equivalent Gate Infrared safety beams	10	292.00
B.2.1.25	CAME or equivalent Vehicle Boom – Fixed	1	R 10 544.00
B.2.1.26	CAME or equivalent 4.5m Boom Pole	1	R 1 120.00
B.2.1.27	Sector S/S 430 Yellow or equivalent without pole	1	R 15 325.00
B.2.1.28	Free Exit Safety Loops or equivalent - installed	10	R 3 450.00
B.2.1.29	Emergency Push-Bar (Single Door) Manual	10	R 3 086.35
B.2.1.30	Emergency Push-Bar (Double Door) Manual	10	R 5 643.21
B.2.1.31	Emergency Electric Push-Bar (Single Door)	10	R 7 407.00
B.2.1.32	Emergency Electric Push-Bar (Double Door)	10	R 14 288.32
B.2.1.33	Turnstar Triton or equivalent Half Height Glass Turnstile	1	R 35 657.50
B.2.1.34	Turnstar Special Needs Gate or equivalent	1	R 4 598.50
B.2.1.35	Gunnebo AutoSec Motorised Security Revolving Door or equivalent	1	658 900.00
B.2.1.36	Gunnebo SpeedStile (1200mm) LW or equivalent	1	123 700.00
B.2.1.37	Gunnebo SpeedStile (1200mm) CW or equivalent	1	184 700.00
B.2.1.38	Turnstar Triumph 3 or equivalent three arm, full height, bi-directional double turnstile	1	59 211.00
B.2.1.39	Turnstar Triumph 5 or equivalent five arm, full height, bi-directional double turnstile	1	61 285.00
B.2.1.40	Turnstar Titan 4 or equivalent four arm, full height, bi-directional double turnstile	1	55 420.00
B.2.1.41	Turnstar Titan 4 or equivalent four arm, half height, bi-directional industrial double turnstile	1	49 980.00
B.2.1.42	Turnstar Titan 3 or equivalent three arm, half height, bi-directional prestige single turnstile	1	41 820.00
B.2.1.43	Gunnebo SpeedStile Motion or equivalent double lane (two single units and one double unit)	1	324 300.00
B.2.1.44	Gunnebo SpeedStile Express or equivalent double lane (two single units and one double unit)	1	324 300.00
B.2.1.45	Gunnebo SpeedStile Secure – High or equivalent double lane (two single units and one double unit)	1	401 200.00
B.2.1.46	Gunnebo SpeedStile Secure – High or equivalent double lane (narrow lane and special needs lane) (two single units and one double unit)	1	423 700.00
B.2.1.47	Gunnebo SpeedStile Kinetic or equivalent double lane (narrow lane-single wing and special needs lane-double wing) (two single units and one double unit)	1	322 100.00
B.2.1.48	Proximity reader mounting arrangement (recessed)	10	300.00
B.2.1.49	Drop arm pedestrian barrier with polycarbonate arm, stainless steel cabinet and stainless steel top cover	1	23 086.00
B.2.1.50	Turnstar Trident or equivalent waist height double turnstile with powder coated steel top	1	42 857.00
B.2.1.51	Turnstar Triton or equivalent full height, three wing, octagonal, single glass turnstile	1	69 275.00
B.2.1.52	Turnstar Atlas or equivalent 3.6m four wing automatic revolving door	1	330 569.25
B.2.1.53	ARC 500 or equivalent industrial roller door motor	1	11 700.00

Schedule C. Support and Maintenance of Cloud Based Access Control Monitoring Systems

The tenderer must supply pricing of a cloud-based access control software system that provides centralised management in the cloud.

The tenderer must specify the pricing as well as additional criteria on Cloud Based Access Control Monitoring Systems.

Table C Support and Maintenance of Cloud Based Access Control Monitoring Systems								
This schedule is for the Supply, Install and Maintenance of new Cloud Based Access Control Monitoring Systems, compatible with, existing Systems. Please provide technical data sheets and/or product specifications and complete product price lists in Schedule 15 D Information on Access Control Systems, Equipment and Ancillaries.								
Fill in the costing tables as provided below								
Table C.1 Support and Maintenance of Cloud Based Access Control Monitoring System (Bosch or equivalent)								
Item	Description	Unit	Discount Offered (%)	Price per Unit (ZAR excl. VAT)				
				Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
C.1.1	All Cloud and Management Software Licences	per site	0%	R76.50*	R76.50*	R76.50*	R76.50*	R76.50*
C.1.2	Cloud Service Maintenance and Support	hourly rate	0%	INCLUDED IN ITEM C.1.1				
C.1.3	Camera Connectivity	per site	0%	INCLUDED IN ITEM C.1.1				
C.1.4	Video Verification	per site	0%	R53.44**	R53.44**	R53.44**	R53.44**	R53.44**
C.1.5	Live Intervention	per site	0%	INCLUDED IN ITEM C.1.4				
C.1.6	Smart Notification	per site	0%	INCLUDED IN ITEM C.1.4				

*Per site per month

**Video Verification - PIR CAM 100MB per month

Table C.2 Support and Maintenance of Cloud Based Access Control Monitoring System (Jablotron or equivalent)								
tem	Description	Unit	Discount Offered (%)	Price per Unit (ZAR excl. VAT)				
				Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
C.2.1	All Cloud and Management Software Licences (TRBOnet or equivalent)	Per Site	0%	R 96.00*	R 105.00*	R 115.00*	R 126.00*	R 138.00*
C.2.2	Cloud Service Maintenance and Support	Hourly rate	0%	Included in the licensing prices listed in C.2.1 above				
C.2.3	Camera Connectivity	per site	0%	R 173.00*	R 190.00*	R 208.00*	R 228.00*	R 249.00*
C.2.4	Video Verification	per site	0%	Included in the licensing prices listed in C.2.3 above				
C.2.5	Live Intervention	per site	0%	Included in the licensing prices listed in C.2.3 above				
C.2.6	Smart Notification	per site	0%	Included in the licensing prices listed in C.2.3 above				

*Per site per month

**Video Verification - PIR CAM 100MB per camera per month

Table C.3 Support and Maintenance of Cloud Based Access Control Monitoring System (Risco or equivalent)								
tem	Description	Unit	Discount Offered (%)	Price per Unit (ZAR excl. VAT)				
				Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
C.3.1	All Cloud and Management Software Licences	Per Site	0%	R 48.00*	R 52.00*	R 61.00*	R 66.00*	R 71.00*
C.3.2	Cloud Service Maintenance and Support	Per Site	0%	Included in the licensing prices listed in C.3.1 above				
C.3.3	Camera Connectivity	per site	0%	R 120.00**	R 132.00*	R 148.00*	R 159.00*	R 175.00*
C.3.4	Video Verification	per site	0%	Included in the licensing prices listed in C.3.3 above				
C.3.5	Live Intervention	per site	0%	Included in the licensing prices listed in C.3.3 above				
C.3.6	Smart Notification	per site	0%	Included in the licensing prices listed in C.3.3 above				

*Per site per month

**Video Verification - PIR CAM 100MB per camera per month

Schedule D \ Installation, Upgrades and Maintenance of Access Control Systems, Equipment and Ancillaries.

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

This schedule is for the labour required for the installation, upgrades and maintenance of Access Control Systems, Equipment and Ancillaries for all new and existing systems. Please provide OEM/Distributor Certification of all staff associated with the provision of this service. Proposed comprehensive staff organogram and supporting accreditation lists shall be provided in **Schedule 15 E Information on Access Control Systems, Equipment and Ancillaries.**

Fill in the costing tables as provided below.

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Per Hour Rates							
D.1.1	Access Control Junior Technician	per hour	R 120.00	R 132.00	R 145.00	R160.00	R 175.00
D.1.2	Access Control Technician	per hour	R 130.00	R 143.00	R 157.00	R172.00	R 190.00
D.1.3	Access Control Senior Technician	per hour	R 180.00	R 198.00	R 217.00	R 238.50	R 240.00
D.1.4	Access Control Junior Engineer	per hour	R 260.00	R 285.00	R 310.00	R340.00	R 375.00
D.1.5	Access Control Engineer	per hour	R 310.00	R 340.00	R 374.00	R411.00	R 450.00
D.1.6	Access Control Senior Engineer	per hour	R 490.00	R 530.00	R 570.00	R615.00	R 664.00
D.1.7	Access Control Systems Specialist Engineer	per hour	R 1 150.00	R 1 240.00	R 1 340.00	R1445.00	R 1 560.00
D.1.8	Access Control First Line Support Technician	per hour	R 310.00	R 335.00	R 360.00	R 388.00	R 418.00
D.1.9	Access Control Second Line Support Technician	per hour	R 330.00	R 356.00	R 385.00	R 415.00	R 448.00
D.1.10	Technical Support inclusive of As-Built drawings	per hour	R 450.00	R 485.00	R 524.00	R 566.00	R 612.00
D.1.11	Rate for programming, setup and commissioning of Access Control Systems, Equipment and Ancillaries	per hour	R 320.00	R 345.00	R 373.00	R 403.00	R 435.00
D.1.12	Rates for installation and remedial maintenance. See 5.3	per hour	R 320.00	R 345.00	R 373.00	R 403.00	R 435.00
D.1.13	Outside Business Hours rates for installation and remedial maintenance. See 5.3	per hour	R 750.00	R 840.00	R 940.00	R1 040.00	R1 150.00
D.1.14	Project Management	per hour	R 350.00	R 385.00	R 418.00	R 460.00	R 505.00
D.1.15	Cable Installer	per hour	R 110.00	R 118.00	R 128.00	R 138.00	R 150.00
D.1.16	Electrician	per hour	R 580.00	R 626.00	R 676.00	R 730.00	R 788.00

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Per Day Rates							
D.1.17	Access Control First Line Support Technician	per day	R 2 500.00	R 2 700.00	R 2 915.00	R3148.00	R 3 400.00
D.1.18	Access Control Second Line Support Technician	per day	R 2 850.00	R 3 078.00	R 3 324.00	R3590.00	R 3870.00
D.1.19	Access Control Systems Specialist Engineer	per day	R 7 800.00	R 8 200.00	R 8 600.00	R9030.00	R 9 480.00
D.1.20	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 580.00	R 640.00	R 700.00	R 770.00	R 850.00
Per Unit Rates							
D.1.21	Access Control System/Equipment Cable installation complete including terminations and labelling	per metre	R 2.50	R 2.75	R 3.00	R 3.30	R 3.60
D.1.22	Access Control System/Equipment Trunking installation complete with bends, corners and matching covers	per metre	R 5.50	R 6.05	R 6.65	R 7.32	R 8.05
D.1.23	PVC conduit installation complete, with galvanised draw wire, on surface for Access Control System/Equipment.	per metre	R 18.00	R 19.80	R 21.80	R 23.95	R 26.35
D.1.24	Galvanised conduit installation complete, with galvanised draw wire, on surface for Access Control System/Equipment.	per metre	R 12.20	R 13.40	R 14.75	R 16.25	R 17.85
D.1.25	Conduit installation complete, with galvanised draw wire, chased in brickwork and made good for Access Control System/Equipment.	per metre	R 26.80	R 29.40	R 32.40	35.80	R 39.40
D.1.26	Cable installation complete, including terminations and labelling, drawn into wire-ways for Access Control System/Equipment.	per metre	R 62.80	R 68.00	R 75.00	R 82.00	R 90.00

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D.1.27	Cable installation complete, including terminations and labelling, drawn into wire-ways	per metre	R 4.60	R 5.10	R 5.60	R 6.10	R 6.70
D.1.28	All Inclusive call out fee (inclusive of 1 hour labour and transport) per call	per call	R 650.00	R 715.00	R 785.00	R 863.00	R 950.00
D.1.29	Administrative Staff	per hour	R 180.00	R 198.00	R 217.00	R 238.00	R 262.00
D.1.30	Professional Consulting Rates	per hour	R 2 500.00	R 2 750.00	R 3 025.00	R 3 330.00	R 3 660.00

PART 6- OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at Cape Town on the 04 day of April 2022.

Witness

Signed at on the day of 20

Witness

Mandatar

for and on behalf of
CITY OF CAPE TOWN