

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

**GOODS AND SERVICES
CONTRACT DOCUMENT**



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE:

**PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF
SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE
AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE
CITY OF CAPE TOWN**

concluded between

QUEMIC AFRICA (PTY) LTD
[REDACTED]

(the "SUPPLIER")

and

THE CITY OF CAPE TOWN

(the "PURCHASER")

Contract Period: 01 August 2021 until 30 June 2027

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

The Contract	
Preamble	
Part 1: Agreements	
1.1	Form of Offer and Acceptance
Part 2: General Conditions of Contract	
Part 3: Special Conditions of Contract	
Part 4: Price Schedule	
Part 5: Specifications	
5.1	Specification
5.2	Penalty
Part 6: Supporting Schedules	
Part 7: Occupational Health and Safety Agreement	

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

PREAMBLE

WHEREAS line with resolution **SCMB 37/09/20 dated 17 September 2020**, the Purchaser awarded Tender 13S/2020/21 for the Provision of a Service Provider for Visitor and Staff Safety Management within Natural Systems and Nature Areas by Providing Rangers in the Operational Area of the City of Cape Town, to the Supplier, from 01 August 2021 until 30 June 2027;

AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract of the **National Treasury General Conditions of Contract (revised July 2010) ("GCC")**, read with the Special Conditions of Contract ("**SCC**") as set out in the 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 Purchaser**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;
- 1.2. **Quemic Africa (Pty) Ltd**, 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] (the "**Supplier**"), herein represented by its duly authorised representative, [REDACTED] his capacity as Director;

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure 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, Form of Offer and Acceptance
 - 2.1.2. second, the terms and conditions of the SCC;
 - 2.1.3. third, the terms and conditions of the GCC, Part 5: Specifications and Part 4: Price Schedule;
 - 2.1.4. fourth, Parts and schedules to this Contract; and
 - 2.1.5. fifth, any other documents incorporated by reference.
- 2.2. If any ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.
- 2.3. 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.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

3. APPOINTMENT AND DURATION

- 3.1. The Purchaser hereby appoints the Supplier to perform the Scope of Work to 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 01 August 2021 until 30 June 2027.

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 Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (Part 5: Specifications), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Scope of Work (Part 5: Specifications).

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Part 5: Specifications.
- 6.2. The Supplier 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 Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or Services.
- 6.4. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in Part 4: Price Schedule.
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Goods and/or Services other than as provided for in this Contract.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Part 1: Agreements

PART 1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

Required Details (Please provide applicable details in full):

Name of Tendering Entity ("the tenderer")	QUEMIC AFRICA (PTY) LTD
Trading as: (Different from above)	QUEMIC AFRICA (PTY) LTD

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

[REDACTED]

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

DIRECTOR

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

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

INITIALS OF CITY OFFICIALS

Print name(s):
On behalf of the tenderer (duly authorised)

10 AUGUST 2020

Date

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the 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 4 above;

Part 1: Agreements

Part 2: General Conditions of Contract

Part 3: Special Conditions of Contract

Part 4: Price Schedule

Part 5: Specifications

Part 6: Supporting Schedules

Part 7: Occupational Health and Safety Agreement

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer 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 01 August 2021. 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.

The Parties	Employer	Contractor
Business Name		QUEMIC AFRICA (PTY) LTD
Business Registration		[REDACTED]
Tax number (VAT)		[REDACTED]

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Physical Address		
Accepted contract sum including tax	R184 513 696.20	R184 513 696.20
Accepted contract duration		01/08/2021 – 30/06/2027
Signed – who by signature hereto warrants authority	<i>E. Naude</i> Digitally signed by Erika Naude Date: 2021.08.10 14:45:03 +02'00'	
Name of signatory	Hendrika (Erika) Naude	
Signed: Date	10 August 2021	3 August 2021
Signed: Location	Cape Town	Bellville
Signed: Witness		
Name of Witness		

SCHEDULE OF DEVIATIONS

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 Contract.

1 Subject .NONE.

Details NONE.
.....
.....
.....

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: General Conditions of Contract

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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,

CONTRACT NO.: **TENDER 13S/2020/21**

CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

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.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:
 - b) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - c) 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:
- a) the name and address of the supplier and/or person restricted by the purchaser;
 - b) the date of commencement of the restriction;
 - c) the period of restriction; and
 - d) 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

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

- 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).

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

- 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 3: 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:

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 and the date of the Purchase Order will be the contract commencement date

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.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

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

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).

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

- 11.3 The supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **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 **60 (sixty) month period** after the goods have been delivered depending on the specification requirements.

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 Purchaser for consideration. Requests for more frequent payments will be considered at the sole discretion of the Purchaser 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.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

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

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) NB: The CPA for the rangers will be based on PSIRA – The National Bargaining Council for the Private Security Sector. This gazette is also available free online at www.gpwonline.co.za. A description of each ranger is described in the specifications of this tender document.
 - (b) CPA for items 2 – 4 will be as follows:
 - i. Year 1 – Fixed
 - ii. Year 2 – 6 = percentage increase linked to annual CPI (consumer price index)

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:

- 18.1 Variations means changes to the goods or any extension of the duration of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority as reflected on an authorised amended order. 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:

CONTRACT NO.: **TENDER 13S/2020/21**

CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of the contract the supplier or its subcontractors 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

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.

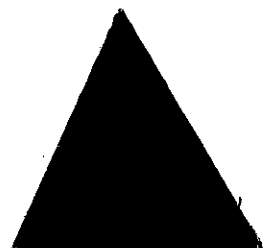
The penalty for this contract shall be subject to the penalties deductions noted under Part 5.2.

- 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 a Purchase 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).

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

- 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:

- 23.1 (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 telefax – one (1) working day after transmission
 - d) sent by email – at time of transmission

32. Taxes and Duties

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

- 32.3 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 Purchaser at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard,

CONTRACT NO.: **TENDER 135/2020/21**

CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clauses after Clause 34:

35. Reporting Obligations.

35.1 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.

36. Periodic review

35.1 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.

CONTRACT NO.: **TENDER 13S/2020/21**
CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

INSURANCE BROKER'S WARRANTY

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: 013S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project 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: _____

Part 4: 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".

All descriptions or clauses where trade names or proprietary products are specified herein, are deemed to include the phrase "or equivalent."

Item No	Description	Unit of measure	Price (excl VAT)
1			
1.1			
1.1.1	Senior Ranger (Qualifications; Basic Field Uniform; and equipment as per specifications in section 5 (5.2.2; 5.2.4.1 and 5.2.5)	8hr in 24hr cycle, Daily rate	R 736.00
1.1.2		8 hr in 24 hr cycle, Monthly rate	R 22 448.00
1.1.3		12 hr in 24 hr cycle, Daily rate	R 1 104.00
1.1.4		12 hr in 24 hr cycle, Monthly rate	R 33 672.00
1.1.5		24hr in 24 hr cycle, Daily rate	R 2 207.00
1.1.6		24hr in 24hr cycle, Monthly rate	R 67 314.00
1.2			
1.2.1	Junior Ranger (Qualifications; Basic Field Uniform; and equipment as per specifications in section 5 (5.2.2; 5.2.4.1 and 5.2.5)	8hr in 24hr cycle, Daily rate	R 609.00
1.2.2		8 hr in 24 hr cycle, Monthly rate	R 18 575.00
1.2.3		12 hr in 24 hr cycle, Daily rate	R 913.00
1.2.4		12 hr in 24 hr cycle, Monthly rate	R 27 847.00
1.2.5		24hr in 24 hr cycle, Daily rate	R 1 825.00
1.2.6		24hr in 24hr cycle, Monthly rate	R 55 663.00
1.3			
1.3.1	Visitor Hub Ranger (Qualifications; Basic Field Uniform; and equipment as per specifications in section 5 (5.2.2; 5.2.4.1 and 5.2.5)	8hr in 24hr cycle, Daily rate	R 504.00
1.3.2		8 hr in 24 hr cycle, Monthly rate	R 15 372.00
1.3.3		12 hr in 24 hr cycle, Daily rate	R 756.00
1.3.4		12 hr in 24 hr cycle, Monthly rate	R 23 058.00
1.3.5		24hr in 24 hr cycle, Daily rate	R 1 512.00
1.3.6		24hr in 24hr cycle, Monthly rate	R 46 116.00
1.4			
1.4.1		8hr in 24hr cycle, Daily rate	R 2.00
1.4.2		8 hr in 24 hr cycle, Monthly rate	R 61.00

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

1.4.3	Additional cost of Senior Ranger with Code 10 & PrDP drivers licence (as per specifications in section 5 (5.2.2))	12hr in 24 hr cycle, Daily rate	R	3.00
1.4.4		12hr in 24 hr cycle, Monthly rate	R	92.00
1.4.5		24hr in 24 hr cycle, Daily rate	R	6.00
1.4.6		24hr in 24hr cycle, Monthly rate	R	183.00

NB: The rates for the rangers will be based on PSIRA – The National Bargaining Council for the Private Security Sector. This gazette is also available free online at www.gpwonline.co.za. A description of each ranger is described in the specifications of this tender document.

Item No.	Description	Unit of measure	Price (excl VAT)
2			
2.1	Non-lethal Pepper ball Kit (as per specifications in section 5 (5.3.1))	Monthly rate	R 437.00
2.2	Non-lethal Phase Kit (as per specifications in section 5 (5.3.2))	Monthly rate	R 376.00
2.3	Support Quad (as per specifications in section 5 (5.3.3))	Daily rate	R 1 008.00
2.4	Support Quad (as per specifications in section 5 (5.3.3))	Monthly rate (first 200km included in monthly rate)	R 8 082.00
2.5	Support Quad (as per specifications in section 5 (5.3.3))	Per kilometre	R 2.88
2.6	Patrol Vehicle (as per specifications in section 5 (5.3.4))	Daily rate	R 1 850.00
2.7	Patrol Vehicle (as per specifications in section 5 (5.3.4))	Monthly rate (first 200km included in monthly rate)	R 27 742.00
2.8	Patrol Vehicle (as per specifications in section 5 (5.3.4))	Per kilometre	R 3.75
2.9	LDV/Utility Vehicle as per specifications in section 5 (5.3.4)	Daily rate	R 978.00
2.10	LDV/Utility Vehicle as per specifications in section 5 (5.3.4)	Monthly rate (first 200km included in monthly rate)	R 14 656.00
2.11	LDV/Utility Vehicle as per specifications in section 5 (5.3.4)	Per kilometre	R 2.88

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Item No	Description	Unit of measure	Price (excl VAT)
3			
3.1	Drone monthly 40-hours flight time in uncontrolled airspace – daylight operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	* R134 064.00
3.2	Drone monthly 5-hours flight time in uncontrolled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	* R 60 274.00
3.3	Drone monthly 5-hours flight time in controlled airspace – day operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	* R 33 516.00
3.4	Drone monthly 3-hours flight time in controlled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	* R 40 220.00
3.5	Additional cost of Drone Per hour rate (Per flight hour: uncontrolled airspace – daylight operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 3 352.00
3.6	Additional cost of Drone Per hour rate (Per flight hour: uncontrolled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 10 056.00
3.7	Additional cost of Drone Per hour rate (Per flight hour: controlled airspace – daylight operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 6 704.00
3.8	Additional cost of Drone Per hour rate (Per flight hour: controlled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 13 407.00

* NOTE BY TENDERER: Please refer to 5.2.5 on page 101-102. Above monthly rates are for the complete package. Please also see Section 3B, par 10 of our proposal for a detailed cost calculation and explanation.

NB: Rates for items 2 – 4 will be as follows:

Year 1 = Fixed

Year 2 – 6 = percentage increase linked to annual CPI (consumer price index)

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.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Item No	Description	Unit of measure	Price (excl VAT)
3			
3.1	Drone monthly 40-hours flight time in uncontrolled airspace – daylight operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	R134 064.00
3.2	Drone monthly 5-hours flight time in uncontrolled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	R 50 274.00
3.3	Drone monthly 5-hours flight time in controlled airspace – day operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	R 33 516.00
3.4	Drone monthly 3-hours flight time in controlled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Monthly rate	R 40 220.00
3.5	Additional cost of Drone Per hour rate (Per flight hour: uncontrolled airspace – daylight operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 3 352.00
3.6	Additional cost of Drone Per hour rate (Per flight hour: uncontrolled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 10 055.00
3.7	Additional cost of Drone Per hour rate (Per flight hour: controlled airspace – daylight operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 6 704.00
3.8	Additional cost of Drone Per hour rate (Per flight hour: controlled airspace – night operations (as per specifications in section 5 (5.2.5 and 5.4)	Per Hour Rate	R 13 407.00

NB: Rates for items 2 – 4 will be as follows:

Year 1 = Fixed

Year 2 – 6 = percentage increase linked to annual CPI (consumer price index)

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.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

- 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.

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN



CITY OF CAPE TOWN
TENDER No: 013S/2020/21



10 COST CALCULATION

- 10.1 The rates submitted in the pricing schedule on page 32, item numbers 3.1 to 3.8, must be read together with par 5.2.5 on page 101:

5.25 Aerial surveillance capability by means of Remotely Piloted Aircraft Systems (RPAS) Drone

Monthly rates for complete package as per specification in 5.4. Available on standby 24hour / 7days per week / 52 weeks per year.

- Monthly rates must include the first:

40-hours flight time in uncontrolled airspace – daylight operations

5-hours flight time in uncontrolled airspace – night operations

5-hours flight time in controlled airspace – day operations

3-hours flight time in controlled airspace – night operations

All processing and reporting on above flights; final products to be delivered on removable digital storage devices

- 10.2 The prices thus submitted in the pricing schedule if for the complete package as set out in this Section 3B, inclusive of 6000km allocated for the vehicle.

- 10.3 The cost breakdown for the complete **Monthly 24/7 Standby Team** is as follows:

	Quantity	Unit Price (excl Vat)	Total Price (excl Vat)
Multi-skilled, trained and licenced drone operator (Team Leader & GIS Analyst)	2	R 38 348.88	R 76 697.77
Multi-skilled, trained and licenced drone operator (Team Member)	2	R 30 822.25	R 61 644.50
RPAS Systems, Supporting Systems, Software & Licencing	1	R 69 231.44	R 69 231.44
RPAS Dedicated 4wd Vehicle & equipment	1	R 27 998.20	R 27 998.20
Vehicle kilometer rate	6000	R 3.75	R 22 500.00
Cost to Client excl Vat			R 158 072.78

- 10.4 Hours Flight Time: the cost of a flight hour includes the following:

- 10.4.1 Taking instructions from client
- 10.4.2 Planning of mission
- 10.4.3 Obtain permission from local authorities and landowner
- 10.4.4 Application for permission to relevant Air Traffic Navigation Services
- 10.4.5 Travelling to / from mission site

Section 3B: Airborne Operational Capability

Version 1.0



CITY OF CAPE TOWN
TENDER Nr: 013S/2020/21



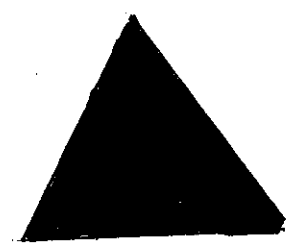
- 10.4.6 Ground preparation on mission site laying of Ground Control Points; cordoning safe area, etc.
- 10.4.7 Executing the mission
- 10.4.8 Data dumping, storage, and backup of raw data
- 10.4.9 Data analysis and reporting
- 10.4.10 Final reporting to client

Thus, in our experience, one flight hour equals 7 – 8 team hours

11 PORTFOLIO

Annexed to this section, kindly find attached various reports, imagery, datasets, maps as proof of the Quemac Airborne capabilities and expertise.

- 11.1 Rondevlei Nature Reserve, 17 June 2020, Underwater Hippopotami Pathways mapping and GIS analysis.
- 11.2 Durbanville Nature Reserve, 17 March 2020, Burnscar map and comparison pre and post the ecological planned burn on 17 March 2020. GIS analysis and False NDVI included.
- 11.3 Slangetjiebos Section, False Bay Nature Reserve, 7 August 2020, mapping, GIS analysis, comparison to previous dataset and "count" of unlawful structures during a 48-hour period.
- 11.4 Rivergate Section, Diep River Nature Reserve, mapping, GIS analysis, comparison to previous dataset and "count" of unlawful structures.
- 11.5 Grabouw, 15 June 2020, mapping, GIS analysis, comparison to previous dataset and "count" of unlawful structures during an approximate 1-month period.
- 11.6 Thermal game count report of Cape Grysbok at Milnerton Racecourse Nature Reserve; 22 July 2020.
- 11.7 Photo Report of the western fence line of Rondevlei Nature Reserve indicating perimeter breaks. Automated flight and can thus be compared to future datasets.
- 11.8 Example of "count" function of the cloud based DroneDeploy software; Slangetjiebos section of False Bay Nature Reserve, 24 May 2018.
- 11.9 Example of high-resolution geoTiff orthomosaic, superimposed on Google Earth with municipal boundaries shown.
- 11.10 Orthomosaic of the Marina da Gama section of Zandvlei Nature Reserve post a sewage spill, 28 June 2019.
- 11.11 Image projections used for the compilation of the orthomosaic; Marina Da Gama section of Zandvlei Nature Reserve post a sewage spill, 28 June 2019.



Part 5: Specifications

PART 5.1 SPECIFICATIONS

DEFINITIONS:

"Nature areas": Refers to an open space or area set aside for the protection of nature.

"Nature Reserves": Refers to areas proclaimed as nature reserves under legislation.

"Natural systems": Refers to green open spaces supporting vegetation, including both indigenous and non-indigenous.

"Reserve": Refers to areas that include nature areas, nature reserves, natural systems and any other operational areas that have not been defined at the point of tendering - used throughout this document as a general term to describe any of these areas.

Currently the staffing utilized in terms of the existing tender by the City is approximately as below: (these figures are for information purposes only and DO NOT represent figures that may be required during the tender period):

10 x Senior ranger

5 x Junior ranger

25 x Visitor hub ranger

2 x vehicles

The successful company may be required to work out of a City of Cape Town facility.

SERVICES, PERSONNEL AND EQUIPMENT REQUIRED:

5.2 VISITOR AND STAFF SAFETY RANGER

5.2.1 Job Purpose

The purpose of the Ranger is to provide various services related to visitor management as well as staff safety, and to provide additional surveillance for reserve infrastructure.

The Ranger will be required to liaise with members of the public with regards to reserve activities, directions and rules, as well as local information.

The Ranger will be required for first response to any injury or medical emergency within the area of operation. The scene will remain under the Ranger's control until it can be handed over to the relevant council official or medical practitioner.

The Ranger will be responsible for first response to any wildfire within the area of operation. The Ranger will contact the relevant fire service and pass on accurate information regarding the fire. The scene will remain under the Ranger's control until it can be handed over to the relevant council official.

The Ranger will be required for first response to environmental disasters and wildlife-related incidents within the area of operation.

The Ranger will be responsible for providing a nature conservation law enforcement service with the manager's consent, within the area of operation. This will include, but not limited to

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

boundary / fence-line patrols, various patrols, clandestine patrols, search of suspicious individuals and vehicles etc.

The Ranger will be responsible for surveillance of reserve infrastructure, remote installations and areas of interest, and will hand over accurate information to the relevant council official.

The Ranger may be tasked in a temporary supervisory capacity for contract workers in the area of operation.

5.2.2 Qualifications and Requirements (all certificates must be current)

Senior Ranger:

The Senior Ranger must meet the following requirements and have passed the following certified courses (i.e. possess valid certificates):

- Physically fit / Medical certificate (All certificates must be current and to be handed in with CV's)
- Minimum of Grade 10 schooling /certificate but preferably a Grade 12 schooling / certificate
- Must be literate and understand English and a second official language fluently
- Police Clearance certificate / certificate (not older than 12 months)
- PSIRA Grade B Security Clearance / certificate (valid and current)
- First Aid Level 1 / certificate
- Basic Fire Fighting Vegetation /certificate
- Non-Lethal Defence Systems Pepper ball / certificate
- Survival, Navigation and Tracking /certificate
- Snake handling certificate
- Code EB driver licence/certificate
- Being able to swim with confidence will be a requirement for certain reserves with waterbodies for their own personal safety.

The Ranger's certificates and CV are to be made available on request. Rangers must carry an ID card endorsed by the City. It is recommended that rangers spend two days at the reserve where they will be based prior to the commencement of their contract.

Junior Ranger & Visitor Hub Ranger:

The Junior Ranger must meet the following requirements and have passed the following certified courses (i.e. possess valid certificates):

- Physically fit / Medical certificate (All certificates must be current and to be handed in with CV's)
- Preferable Minimum of Grade 10 schooling /certificate
- Must be literate and understand English and a second official language fluently
- Police Clearance certificate / certificate (not older than 12 months)
- PSIRA Grade C Security Clearance / certificate (Valid and current)
- First Aid Level 1/ certificate
- Basic Fire Fighting Vegetation /certificate
- Non-Lethal Defence Systems Pepper ball / certificate
- Survival, Navigation and Tracking /certificate
- Snake handling certificate
- Being able to swim with confidence will be a requirement for certain reserves with waterbodies for their own personal safety.

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

The Ranger's certificates and CV are to be made available on request. Rangers must carry an ID card endorsed by the City. It is recommended that rangers spend two days at the reserve where they will be based prior to the commencement of their contract

5.2.3 Working Hours

Required work hours will be site dependant, and the following rates must be made available;

- 8hr in 24hr cycle, Daily rate
- 8hr in 24hr cycle, Monthly rate
- 12hr in 24hr cycle, Daily rate
- 12hr in 24hr cycle, Monthly rate
- 24hr in 24hr cycle, Daily rate
- 24hr in 24hr cycle, Monthly rate

5.2.4 Uniform

The Ranger must report for duty with the appropriate attire as described at 5.2.4.1, which will be determined at the discretion of the manager where the Ranger is deployed. Due to the nature of the work, the company must provide the ranger with the minimum number of articles as stipulated

5.2.5 Aerial surveillance capability by means of Remotely Piloted Aircraft Systems (RPAS) Drone

Monthly rates for complete package as per specification in 5.4. Available on standby 24hour /7days per week /52 weeks per year.

Monthly rates must include the first:

- 40-hours flight time in uncontrolled airspace – daylight operations
- 5-hours flight time in uncontrolled airspace – night operations
- 5-hours flight time in controlled airspace – day operations
- 3-hours flight time in controlled airspace – night operations
- All processing and reporting on above flights; final products to be delivered on removable digital storage devices

Additional per hour:

- Per flight hour: uncontrolled airspace – daylight operations
- Per flight hour: uncontrolled airspace – night operations
- Per flight hour: controlled airspace – daylight operations
- Per flight hour: controlled airspace – night operations

5.2.4.1 Basic Field Uniform including basic fire suppression PPE

ITEM	DESCRIPTION	COLOUR	NUMBER ISSUED
Boots which also double-up as fire boots	Kevlar inner sole for sharp object penetration projection, Capable to withstand up to 300°C heat, 9001 / SABS approved, with ankle support.	Black/ Brown	1pr
Field Jacket	Battle Dress Uniform, Mil-C-44048G, 50/50	Khaki or similar colour	1

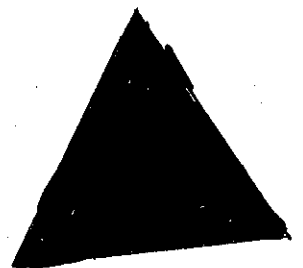
CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

	nylon cotton, 4 pocket, reinforced elbow, BDU style		
Field Pants	Battle Dress Uniform, Mil-C-44048G, 50/50 nylon cotton, 6 pocket, reinforced seat and knee, BDU style	Khaki or similar colour	2
Field Cap	Tactical cap, 50/50 nylon cotton, hook and loop flag patch, hook and loop unit patch, adjustable fit, Tactical operator/contractor cap style	Khaki or similar colour	1
Fleece Jacket	Microfleece jacket/liner, 100% polyester microfleece, zipper front, 2 pocket drawstring waist, H2O ECWCS parka liner style	Khaki or similar colour	1 (required for cold weather and night)
Rain Poncho	Poncho, military rain poncho, drawstring hood, button catches, pouch, US Military style poncho	Olive Drab Green	1 (required for wet conditions)
Belt	BDU Belt, 1-1.2" wide, nylon webbing, metal buckle	Olive Drab Green	1
GOLF SHIRTS	Golf shirt, cotton, button neck, quality weave	Olive Drab Green	3
Sweat Shirts	T-Shirt, 100% cotton, round neck, quality weave	Olive Drab Green	3

Only applies to Senior and Junior Rangers

ITEM	DESCRIPTION	COLOUR	NUMBER ISSUED
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CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

FIRE OVERALL	Fabric is 100% cotton work wear, weight: 290 grams, Revere collar with stitching 8mm away from collar edge, nickel two-way centre front zip from neck line to crotch, 5cm wide flap covers centre front zip, Have 4 Velcro fasteners, 5cm each, 10cm apart, for quick release. Storm flap stitched 8mm away from flap edge, Breast pockets are flat stitched onto garment. Opening consists of 15cm nickel zip. Pocket is edge-stitched onto garment. Fluorescent 5cm tape is stitched from mid shoulder down and over breast pocket for easy visibility. Tape ends at bottom of breast pocket. Double top stitched epaulettes on shoulders with 18mm plastic button. Button hole allows epaulette to be opened and closed over any necessary attachments. 5cm Velcro tab placed 4cm below breast pocket and 1cm from side seam. Side seam pants pocket is placed 28cm below underarm. Pant pocket is stitched 8mm from edges and bar tacked on either side of opening. Opening is 17cm long. (x2 pockets). Trouser legs each have a bellows pocket with top flap that has a 5cm	Navy Blue	1
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CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

	Velcro closure. Pocket is placed in centre of leg side seam. Pocket flap is 20cm wide and 6cm height. Top stitched 8mm from edge. Bellows pocket is placed 1cm underneath pocket flap and is 20cm wide and 21cm long. Edge stitching on pocket. Each trouser leg has a 20cm zip placed in centre of front leg at an angle so that once closed, forms a godet that closes ankle dimensions by 6cm. This ensures that pants leg does not snag. Sleeve cuffs have a Velcro tab for quick release. 4cm wide cuff. Left sleeve has a small bellows pocket placed 12cm from crown. 10cm nickel zip, pocket dimensions: 12cm x 12cm. On top of this pocket is a smaller pocket attachment 7cm x 10cm to hold pens. Edge stitching is present on both pockets. Centre front crutch has a gusset to reinforce and stabilize end of zip and crutch seam area. Centre back drop (back crutch) has been twin-needled to strengthen seam. Back waistline has a belt casing 6cm wide covering waistline seam. Fluorescent tape placed across shoulder blades, placed 12cm below centre back neckline. Fire and Rescue		
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CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

	<i>printed 3cm below fluorescent tape on back. Front facings stitched flat onto front of garment. Hanging loop in collar of garment.</i>		
FIRE FLASH HOOD	Full face flash hood, 100% Nomex, 2 ply, Length from top of head to bottom of apron: 21 inches, Meets or exceeds NFPA 1971-2007 Edition and is UL Certified. Must meet or exceed Cal/OSHA Standards.	White / Green	1

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

FIRE & WORK GLOVES	The glove must be lightweight and consist of two layers, namely leather outer and a cotton or similar inner. It must be water resistant and provide protection against most mechanical hazards.	N/A	1pr
FIRE GOGGLES	Face hugging design, 100% UVA/UVB Protection, Polycarbonate Shatter-Resistant Lenses, Scratch-Resistant coating, dual venting system on the top and bottom of the goggle frame. Dual venting, Anti-fog coating	N/A	1

5.2.5 Compulsory Ranger Equipment

This equipment is compulsory and must be issued to each Ranger deployed. The Ranger must report for duty with the following basic equipment;

ITEM	DESCRIPTION	COLOUR	NUMBER ISSUED
Black ball point pen	ball point pen	Black	2
Pocket Book	SAP 206, pocket book	N/A	1
Personal Medical Kit	A first aid kit containing at least trauma bandage and tourniquet to mitigate blood loss, in pouch with belt attachment	N/A	1
Multi-tool	420HC Clip point knife, 420HC Sheep's foot serrated knife, Needle nose pliers, Wire cutters, Large flat screwdriver, Star screwdriver, Scissors, Diamond coated file, Wood Saw, Bottle opener, Can opener Included bits:	N/A	1

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

	Phillips and flat tip eye glasses screwdriver bit, Phillips #1-2 and 3/16" screwdriver, Nylon or leather pouch with belt attachment		
Handcuff	Hinged with double locking mechanism, in pouch with belt attachment	N/A	1
Relevant handcuff key	Relevant handcuff key	N/A	1
Cable ties	8 X 400mm	N/A	4
Telescoping extendable Baton	21" telescoping baton with friction or CAM lock, in pouch with belt attachment	Black	1
Direct stream Pepper spray	Direct stream capsicum self-defence spray, in pouch with belt attachment	N/A	1
Stun gun	8000 volts personal defence stun gun, in pouch with belt attachment	N/A	1
Headlamp	LED minimum 20 lumen white, with red and with fresh batteries	N/A	1

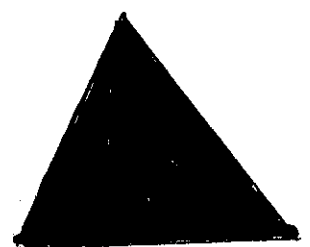
Administrative Kit

The basic admin kit which will be supplied at no extra charge per site. And includes;

ITEM	DESCRIPTION	NUMBER
Occurrence Book	SAP 10	1
Relevant company documentation	all daily required administration documents	as needed
Relevant company files	file storage for the administration documents	as needed
Emergency Contact details for site	Contact numbers for all relevant emergency services and the site management staff	1

5.3 Optional Ranger Equipment

5.3.1 Non-Lethal Pepper Ball Kit



CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Due to the nature of some sites, a pepper ball defence system may be required. The following equipment;

ITEM	DESCRIPTION	NUMBER
Pepper ball launcher	Semi-auto carbine style pneumatic launcher, minimum of 20 round magazine, must use PAVA pepperballs, with mounted tactical torch and sling.	1
Pepper ball ammunition	PAVA pepperballs, plastic shell with compressed weaponised capsicum.	20

and rates must be made available at a monthly rental.

5.3.2 Non-Lethal Phaser Kit

Due to the nature of some sites, CEW defence system will be required. The following equipment;

ITEM	DESCRIPTION	NUMBER
CEW: Conductive Energy Weapon	Handheld firearm shaped device. 25' conductive dart cartridge fired. Also capable of "dry stun" when cartridge is removed by holding the device against the suspect. Super bright 160lumen integrated flashlight and 650nm red laser for target acquisition. Cartridges compatible with other well know CEW brands. Can also fire pepper ball and solid rubber cartridges Rechargeable battery, with charger	1

and rates must be made available at a;

- Monthly rental

5.3.3 Support Quad

Due to the nature of some sites, a support quad bike will be required. The following equipment;

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

ITEM	DESCRIPTION	NUMBER
ATV (Quad bike)	minimum of 400cc, must be in good running order	1
Helmet	SABS approved, full face/ motocross style	1
Motorcycle gloves	Leather with Kevlar reinforcement SABS approved	1

and rates must be made available at a

- Daily rental
- Monthly rental / first 200 Km included, any additional Km's
- Kilometre cost

5.3.4 Patrol Vehicle

Due to the nature of some sites, a 4x4 vehicle will be required. The following equipment;

ITEM	DESCRIPTION	NUMBER
4x4 Pickup vehicle (up to 1 ton vehicle)	roadworthy diesel or petrol four wheel drive with high and low range, capable of performing off road recovery	1
Hi-lift jack	SABS approved	1
Snatch Rope	Nylon webbing with D-shackles, SABS approved	1

and rates must be made available at a;

- Daily rental
- Monthly rental / first 200 Km included, any additional Km's
- Kilometre cost

Due to the nature of some sites only a utility vehicle will be required. The following equipment.

ITEM	DESCRIPTION	NUMBER
LDV/Utility vehicle	Roadworthy diesel or petrol with lockable removable enclosed canopy	1
Jack	SABS approved	1

and rates must be made available at a;

- Daily rental
- Monthly rental / first 200 Km included, any additional Km's
- Kilometre cost

5.4 Aerial surveillance capability by means of Remotely Piloted Aircraft Systems (RPAS) (Drones)

Due to the impenetrable nature of some sites, and in order to limit human resources, an aerial surveillance capability by means of Remotely Piloted Aircraft Systems (RPAS) (commonly known as drones) are required. (Latest technologies available)

5.4.1 RPAS missions will include, but are not limited to:

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

- Fence line / perimeter surveillance & patrols
- Aerial surveillance of land invasion, illegal occupation / vagrancy / informal dwellings, and poaching of fauna and flora
- Collection of visual data of affected areas and assets where environmental disasters (for example pollution & contamination, wildfire, flood) have occurred in order to assess damage and plan accordingly.
- 2D & 3D mapping & modelling of reserve infrastructure
- Incident Scouting – the provision of remote visuals of a dangerous area to give rangers critical information of a situation, and to plan accordingly.
- Accident Forensics - quickly map areas after an incident to preserve the scene for further analysis.
- Remote fauna and flora mapping where necessary
- Any other aerial missions as requested by the client.

5.4.2 Compliance

- the company must be fully compliant with South African Civil Aviation Authority (SACAA or CAA) requirements for commercial Remotely Piloted Aircraft Systems (RPAS) operations. This includes, but are not limited to, a RPAS Operator Certificate (ROC) issued by the SACAA and a domestic Air Services Licences (ASL), issued by the Department of Transport.
- All RPAS must be registered (including have a valid RPAS Letter of Authority (RLA)) and may only be operated in terms of Part 101 of the South African Civil Aviation Regulations (CAR 101).

5.4.3 All RPAS pilots (a minimum of four (4)) must be in the possession of a valid remote pilot's license (RPL) with Multirotor; Visual Line of Sight (VLOS) and Extended Visual Line of Sight (EVLOS) endorsements.

5.4.4 The company must have sufficient third-party liability insurance covers Remotely Piloted Aircraft Systems (RPAS).

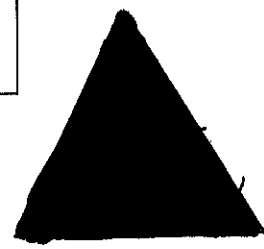
5.4.5 RPAS Hardware & Software

Item	Description	Number
RPAS for specialised applications with equipment / payload	RPAS Quadcopter, with a minimum payload of 1,2kg, a minimum flight time of 23 minutes (per battery / battery set with full take-off weight), and a minimum range of 5km. the RPAS must have a minimum ingress protection rating of IP43	1
	Batteries	8
	30x optical zoom camera	1
	Dual-sensor camera with a 4K visual sensor and thermal imaging with <50 mK	1

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

	sensitivity	
	Tethering system capable of at least 70m, and an independent power supply with a minimum stabilised output of 3kW	1
RPAS for close range support tasks with equipment / payload	RPAS Quadcopter, with a payload of 0,2kg, a minimum flight time of 25 minutes (per battery) and a minimum range of 5km, and a maximum wind speed resistance of approximately 35kph.	1
	Batteries	8
	Camera with 12M Pixel sensor with 4K video resolution and JPEG / RAW photo formats	1
	Max 10W Speaker	1
	Strobe	1
	Spot Light	1
RPAS Safety Equipment	Prescribed as per CAR 101	
Computer / Processing Station	Minimum requirements of: i7 8th Gen CPU; 16GB RAM; SSD Drive; GTX1070 or similar graphics card. External Onsite storage of 32TB to store datasets (both raw images and downloaded stitched maps, etc) for a minimum of 3 years.	1
Software	Flight planning and Imagery processing software to remove distortion and stitching of individual photos together to create georeferenced mosaics. Processed imagery in 2D maps, elevation and 3D modelling. Capable of handling large 3000+ photos (datasets). Cloud based software with ability to send view-only links to datasets, do map comparisons; process	1



CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

	Radiometric Thermal imaging; Count AI; local projection systems; ground control points.	
RPAS Pilots	RPAS pilots must be in the possession of a valid remote pilot's license (RPL) with Multirotor; Visual Line of Sight (VLOS) and Extended Visual Line of Sight (EVLOS) endorsements. RPAS pilots must be PSIRA grade B registered.	4

5.4.6 Dedicated RPAS vehicle

4x4 Pickup Vehicle	Roadworthy diesel or petrol four-wheel drive with high and low range, capable of off-road recovery with metal lockable removable enclosed canopy.	1
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5.5. 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

5.6. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (Annex 13)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)

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.

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

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

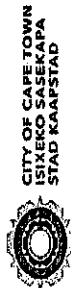
The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE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



ANNEX 1 – MONTHLY PROJECT LABOUR REPORT

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

- 1 **General**
The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.
- 5 **Project Details**
If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.
- 8 **Beneficiary Details and Work Information**
Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.
- 15 **Submission of Forms**
Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

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

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

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
 ISIXEKO SASAKAPA
 STAD KAAPSTAD

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

CONTRACT NO.: TENDER 13S/2020/21
CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

ANNEX 2 – B-BBEE SUB-CONTRACT EXPENDITURE REPORT

ANNEX 2 CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____
CONTRACTOR: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.				
Value of the contract (as defined in the Preference Schedule) (P*)		R	B-BBEE Status Level of Prime Contractor	
Name of Sub-contractor (first ally)	B-BBEE Status Level of Sub-contractor ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Documentary evidence to be provided				Total: R
				Expressed as a percentage of P- %

Signatures
Declared by Contractor to be true and correct: _____ Date: _____
Verified by Employer's Agent / Representative: _____ Date: _____

CONTRACT NO.: TENDER 13S/2020/21
 CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

ANNEX 3 – JOINT VENTURE EXPENDITURE REPORT

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)		R	B-BBEE Status Level of Joint Venture			
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$	
JV Partner A		%	R	R	%	
JV Partner B		%	R	R	%	
JV Partner C		%	R	R	%	

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct:

Verified by Employer's Agent / Representative

Date:

Date:

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

PART 5.2 PENALTY

The City shall be entitled to impose penalties against the Contractor should the Contractor be in breach of certain provisions of this Agreement. Such penalties shall be deducted from the monthly amount due to the Contractor by the City, after the Contractor has been notified of such penalties.

Where applicable, a combination of several penalties may be applied.

A penalty "Occasion" can occur more than once within the same shift, but will only be penalised once per applicable shift.

The below mentioned penalty does not include VAT and requires VAT to be specified and added onto the penalty to determine full amount payable via Credit Note.

Credit notes must accompany invoice submissions prior to invoice sign off.

Penalties will be applied by operational departments in consultation with the City's Security Department

Notwithstanding the provision of this penalty clause, the City shall:

- ☐ Not be precluded from exercising its right to rely on Breach of Contract in terms of site termination/ site default in the event of persistent minor breach;
- ☐ Or reduce the number of sites allocated to a defaulting Contractor and
- ☐ Not be precluded from claiming damages from the Contractor, should damages be suffered by the City or any third party as a result of any conduct of failure on the part of the Contractor or any of its employees.

The below penalties may apply at the City's discretion.

Item No	Item (PENALTY APPLIES IF ANY OF THESE ARE NOT PRESENT AT THE TIME OF INSPECTION)	PENALTY - DEDUCTIONS PER OCCASION, UNLESS OTHERWISE INDICATED
P1	Baton	– R 100.00
P2	Baton Holder	– R 100.00
P3	ID Card (Identity Card, visible while on duty)	– R 200.00
P4	Uniform	– R 100.00 per item
P5	Luminescent Bib	– R 200.00
P6	Handcuffs	– R 100.00
P7	Key (for Handcuffs)	– R 100.00
P8	Pen	– R 100.00
P9	Pocket Book	– R 100.00
P10	Radios not in full working order	– R 500.00
P11	Flashlight in good working order	– R 200.00

CONTRACT NO.: **TENDER 135/2020/21**

CONTRACT TITLE: **PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN**

P12	Occurrence Book placed on site	- R 200.00 per shift
P13	Provision of Security Officer of lower grade than ordered; OR Incorrect Grades Posted	Payment will be adjusted according to the grade poste AND - R 500.00
P14	Provision of Security Officer with no registered security training	No payment
P15	No visits by Contractor's Supervisors (A minimum of one occasions per Shift are required)	- R 300.00 per occasion
P16	Late for Duty (Late Posting – 15 minutes allowance after normal agreed upon starting hours)	- R 200.00
P17	Sleeping on Duty	- R 300.00
P18	Intoxicated whilst on duty. Security officer to me removed off site and replaced within 1 hour)	- R 300.00
P19	Post Desertion	- R 300.00
P20	Non-compliance to site specific instructions	- R 200.00
P21	Short Posting per shift (deployment of security officers 1 hour after shift commencement)	- R 300.00 per officer
P22	Unscheduled upliftment or deployment of a guard, or signing a guard on at two sites simultaneously	- R 500.00 per officer
P23	No proper duty on/off shift handover by site seniors, or No Control/Ops-Room OB number entered in site OB	- R 200.00
P24	Any tampering with equipment, including monitoring devices	- R 300.00

CONTRACT NO.: TENDER 13S/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Part 6: Supporting Schedules

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

Item 1 – As per pricing schedule

NB: The rates for the rangers will be based on PSIRA – The National Bargaining Council for the Private Security Sector. This gazette is also available free online at www.gpwonline.co.za. A description of each ranger is described in the specifications of this tender document.

Item 2 – 4

Rates for items 2 – 4 will be as follows:

Year 1 – Fixed

Year 2 – 6 percentage increase linked to annual CPI (consumer price index)

CONTRACT NO.: TENDER 135/2020/21

CONTRACT TITLE: PROVISION OF A SERVICE PROVIDER FOR VISITOR AND STAFF SAFETY MANAGEMENT WITHIN NATURAL SYSTEMS AND NATURE AREAS BY PROVIDING RANGERS IN THE OPERATIONAL AREA OF THE CITY OF CAPE TOWN

Part 7: Occupational Health and Safety Agreement

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

QUEMIE AFRICA (PTY) LTD
(Supplier/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

QUEMIE AFRICA (PTY) LTD, 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: [REDACTED]

OR Compensation Insurer: N/A Policy No.: N/A

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

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

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

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

Signed at Bellville on the 3rd day of August 2021

Witness

Mandatory

Signed at Cape Town on the 10th day of August 2021.

Witness

E. Naude
Digitally signed by Erika Naude
Date: 2021.08.10 14:45:30 +02'00'
for and on behalf of Hendrika (Erika) Naude
City of Cape Town