MEMORANDUM OF AGREEMENT

FOR

DATA LINK SERVICES

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

LIQUID TELECOMMUNICATIONS SA (PTY) LTD t/a LIQUID INTELLIGENT TECHNOLOGIES

REGISTRATION NO. [redacted]

Contract No: 162S/2023/24

PREAMBLE

WHEREAS Tender **162S/2023/24** was awarded to **LIQUID TELECOMMUNICATIONS SA (PTY) LTD t/a LIQUID INTELLIGENT TECHNOLOGIES** in line with the Supply Chain Management- Bid Adjudication Committee resolution **36/07/24** dated **08 JULY 2024,** for **DATA LINK SERVICES**, from the date of commencement of contract (not prior to 01 July 2025) until 30 June 2035, subject to Section 33 of the MFMA.

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

1.1. **THE CITY OF CAPE TOWN**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser"), herein represented by **the Acting Director: IS&T** duly authorised hereto;

1.2. **LIQUID TELECOMMUNICATIONS SA (PTY) LTD t/a LIQUID INTELLIGENT TECHNOLOGIES** a private company duly 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 [redacted] in his capacity as [redacted]

hereinafter, 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 Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following purchase order of precedence:

2.1.1. first, the terms and conditions of the SCC;
2.1.2. second, the terms and conditions of the GCC;
2.1.3. third, Parts and Annexures to this Contract; and

2.1.4. fourth, any other documents incorporated by reference.

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to perform the Goods and/or Services for the Purchaser from date of commencement (not prior to 01 July 2025).

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 from date of commencement (not prior to 01 July 2025) until 30 June 2035.

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 PURCHASER

5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Specifications (**PART 4: 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 Goods and/or Services.

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Goods and/or Services to the Purchaser as set out in Specifications (**PART 4: SPECIFICATIONS**).

6.2. The Supplier will perform the Goods and/or Services as expeditiously as possible and furthermore agrees and undertakes to perform the goods and/or services in accordance with the operational requirements of the Purchaser.

6.3. The Supplier will ensure that the Goods and/or Services will be of a satisfactory quality and fit for purpose.

6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-Suppliers and suppliers comply with this Contract and all applicable Laws in the execution of the Goods and/or Services.

6.5. The Supplier will not conduct any activity of whatsoever nature, which may be detrimental to the Purchaser’s reputation and goodwill.

7. PRICING SCHEDULE

7.1. The Contract Price for the Goods and/or Services shall be as set out in the Pricing Schedule annexed marked “**PART 5: PRICING 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.

DETAILS OF SUPPLIER

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor
☐ Close Corporation
☑ Company
☐ Partnership or Joint Venture or Consortium
☐ Trust
☐ Other: ....

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	Liquid Telecommmunications SA (Pty) Ltd
Trading as (if different from above)	Liquid Intelligent Technologies
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	
Physical address (Chosen domicilium citandi et executandi)	
Contact details of the person duly authorised to represent the tenderer	
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

TENDER NO: 162S/2023/24

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☑Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☑No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers Not Applicable	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer havea permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☑Yes ☐No

FORM OF OFFER AND ACCEPTANCE

TENDER NO: 162S/2023/24

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NUMBER: 162S/2023/24

TENDER DESCRIPTION: DATA LINK SERVICES

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* **("the tenderer")**	Liquid Telecommmunications SA (Pty) Ltd
Trading as (if different from above)	Liquid Intelligent Technologies

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)

[redacted]

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.

[redacted]

[redacted]

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PART 1: AGREEMENTS

TENDER NUMBER: 162S/2023/24

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the purchaser identified below accepts the supplier's offer. In consideration thereof, the purchaser shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the supplier's offer shall form an agreement between the purchaser and the supplier 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: Special Conditions to Contract
Part 3: General Conditions of Contract
Part 4: Specifications
Part 5: Pricing Schedule
Part 6: Occupational Health and Safety Agreement.
Part 7: Information to be provided by the Supplier.

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 supplier and the purchaser 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 supplier shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the purchaser 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 01 July 2025. The supplier shall within five working days of the agreement coming into effect notify the purchaser 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 supplier shall constitute the binding contract between the parties.

The Parties	Purchaser	Supplier
Business Name	**CITY OF CAPE TOWN**	**LIQUID TELECOMMUNICATIONS SA (PTY) LTD t/a LIQUID INTELLIGENT TECHNOLOGIES**
Business Registration	Not applicable	[redacted]
Tax number (VAT)	[redacted]	[redacted]

Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	[redacted]
Accepted contract sum including tax	As Per Part 5: Price Schedule	
Accepted contract duration	From date of commencement (not prior to 01 July 2025) until 30 June 2035	
Signed – who by signature hereto warrants authority	[redacted]	[redacted]
Name of signatory		[redacted]
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

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 supplier's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject **NONE**

Details **NONE**

By the duly authorised representatives signing this agreement, the CCT and the supplier 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 supplier 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 supplier of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

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

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. <u>General Obligations</u>

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

3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and/or services and give all notices and pay all charges required by such authorities.

3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to 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 purchase 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 purchase order, the supplier shall commence with and carry out the delivery of the goods and/or services in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods and/or services including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods and/or services

3.5.5 Be continuously represented during the delivery of the goods and/or services by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods and/or services 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 and/or services 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 and/or services 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 purchase orders for the goods and/or services 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 and/or services as set out herein.

3.6.3 Take possession of the goods and/or services upon delivery by the supplier.

3.6.4 Regularly inspect the goods and/or services 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 and/or services to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. <u>Use of contract documents and information; inspection, copyright, confidentiality, etc.</u>

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 Purchaser.

5.8.2 The supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the 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 Purchaser'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 Purchaser's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;

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

5.8.3.5 procure that its employees, directors, members and suppliers comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Purchaser expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Purchaser 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 Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the supplier and no copies thereof shall be retained by the supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods and/or services shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods and/or services shall be the date as stated on the purchase order. Purchase orders for the supply and delivery of goods and/or services may be raised up until the expiry of a framework agreement bid, provided that the goods and/or services can be delivered within 30 days of expiry of the framework contract. All purchase orders, other than for the supply and delivery of goods and/or services, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods and/or services have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods and/or services have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods and/or services.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim**;**

b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993**.** This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. <u>Warranty</u>

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **zero (0) months** after the services have been delivered.

16. <u>Payment</u>

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and/or services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Not applicable to this contract

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by CCT's main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Supplier differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-supplier provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-supplier to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-supplier) shall within five working days from the date of placing a firm purchase order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Supplier on the scheduled titled "**Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-supplier) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources** "shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub supplier's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Supplier shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods and/or services, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods and/or services not described in a written instruction from the purchaser, such work will not become due and payable until amended purchase order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any sub supplier, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a sub supplier shall not amount to a contract between the CCT and the sub supplier, or a responsibility or liability on the part of the CCT to the sub supplier and shall not relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods and/or 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 as stated herein for each day of the delay until actual delivery or performance.

Migration of existing sites:

Failure to provide a project plan for migration of all existing sites within 12 months:

- If the highest ranked supplier fails to submit a project plan for migration of existing sites, as per the requirements set out in 13.6 of the specification, the City reserves the right to approach the highest ranked alternative supplier to submit a project plan for migration of the existing sites (as per Annexure A) within 12 months.
- Should the highest ranked alternative supplier's project plan for migration of existing sites be accepted, a purchase order will be placed, and the supplier will continue to provide data link services to those sites for the duration of the contract period.
- If the highest ranked alternative supplier fails to submit a project plan for migration of existing sites, the second highest ranked alternative supplier will be approached in the same manner as indicated above.

Failure to adhere to the agreed project plan for the migration of existing sites:

- On a monthly basis the City will assess the agreed project plan for migration against the actual sites migrated. If the highest ranked supplier fails to adhere to the agreed project plan, the City reserves the right to approach the highest ranked alternative supplier to provide data link services to the sites that should have been completed at that point in time.
- Prior to approaching the highest ranked alternative supplier, the City will apply discretion and assess whether the highest ranked supplier is capable of catching up on missed milestones, and

reserves the right to accept a revised migration plan (for completion of all sites within 12 months) or approach the highest ranked alternative supplier for the missed milestones.

- Should the highest ranked alternative supplier take over any missed milestones, a purchase order will be placed, and the supplier will continue to provide data link services to those sites for the duration of the contract period.
- If the highest ranked alternative supplier fails to adhere to the agreed project plan for the missed milestones, the City reserves the right to approach the second highest ranked alternative supplier in the same manner as indicated above.

The penalty for this contract shall be determined in accordance with the following:

#	Performance Element	Performance Measure	Performance Metric	Penalty
1	Contact Information	Maintenance of Contact Information for key staff	Contact details must be accurate, complete, and current, as evidenced by random check	Two (2) Grief Points per occurrence (incident) when one or more of the required details are found to be incorrect (i.e. *not* accurate, complete or current) NB. Penalty is due per incident, not per data point
2	Procurement Process	Adherence to the City's purchase order, delivery, and payment processes	Delivery on time (as specified in 13.6.2 of the specification) as evidenced by date stamp on Purchase orders, good received notes (GRN), service entry sheets (SES), invoices and/or any other official document (Random checks will be done to verify compliance)	Fifteen (15) Grief Points per purchase order for late delivery
3	Project Quotations and service provisioning schedule	Submission of detailed quotations and service provisioning schedules	Quotations and service provisioning schedules delivered within ten (10) Business Days after receiving the City's requirements, as evidenced by email date stamp (as specified in 13.6.2 of the specification)	One (1) Grief Point for each full Business Day that a quotation or service provisioning schedule is late
4	Technical support program	Response Time: Adherence to Service Level	Response time should not exceed SLA maximum response time, as specified in	Three (3) Grief Points per occurrence when response time exceeds the SLA
#	**Performance Element**	**Performance Measure**	**Performance Metric**	**Penalty**
		Agreements (SLA) timeframes	13.5 of the specifications of the contract	
		Average uptime of City connected Sites	As per the service availability, as specified in 13.5 of the specifications of the contract	Fifteen (15) Grief Points if the Maximum Downtime is exceeded per site
5	Reporting	Produce Reports as requested by the City	Reports must be provided within three (3) full Business Days, as evidenced by email date stamp	One (1) Grief Point for each full Business Day that a response is late

6	Performance Review Meetings	Attendance by the Client Liaison / Account Manager at scheduled Review Meetings	Attendance must be evidenced by meeting minutes or attendance register	Three (3) Grief Points for each instance of non-attendance

Whenever a Performance Metric is not achieved, the Infringement will cause the stipulated number of Grief Points to be incurred. The City shall be entitled (but not obliged) to apply the relevant penalty for each Infringement by recording the incurrence of Grief Points.

- When incurred, the Grief Points will be totalled up at the end of each Calendar Month.
- If the total number of Grief Points incurred in a single Calendar Month is more than fifteen (>15) (the Grief Point Threshold) at any time during the Contact Period, then a Non-Compliance Event has occurred.
- The occurrence of a Non-Compliance Event may result in the City imposing a Performance Penalty, which may be claimed by the City from the supplier.
- When a non-compliance event occurs within a month, every subsequent 15grief point accumulation within the same calendar month may result in performance penalty.
- On the first occurrence of a Non-Compliance Event, the City may claim a Performance Penalty of 5% (five percent) of the purchase order where delivery of goods and/or services exceeds the specified delivery period. If the Non-compliance event is related to the average uptime (13.5 of the Specification), the performance penalty may be applied based on 13.5 of the Specification for each applicable site.
- The first occurrence of a Non-Compliance Event initiates a 6-month rolling period. This 6-month rolling period will commence on the 1st day of the Calendar Month in which the first Non-Compliance Event occurred. Thereafter, the 6-month rolling period shall be defined as the current Calendar Month and the previous 5 Calendar Months.
- On the second occurrence of a Non-Compliance Event in a 6-month rolling period, the City may claim a Performance Penalty of 10% (ten percent) of the purchase order value where delivery of goods and/or services/services exceeds the specified delivery period. If the Non-compliance event is related to the average uptime (13.5 of the Specification), the performance penalty may be applied based on 13.5 of the Specification for each applicable site.
- On the third occurrence of a Non-Compliance Event and any additional occurrences thereafter in a 6-month rolling period, the City may claim a Performance Penalty of 15% (fifteen percent) of the purchase order value where delivery of goods and/or services/services exceeds the specified delivery period. If the Noncompliance event is related to the average uptime (13.5 of the Specification), the performance penalty may be applied based on 13.5 of the Specification for each applicable site.
- In the case of unforeseen issues causing late delivery, it the responsibility of the Supplier to timeously inform the City if the goods and/or services/services purchase ordered will not meet the contract delivery period. The City would be allowed to provide the supplier with extra time if the request is valid.

Should the Supplier accumulate 15 (fifteen) or more Grief Points during a Calendar Month more than 2 (two) times during a 6-month rolling period (i.e. more than two Non-Compliance Events within 6 months), this may give rise to a 1 Month Suspension, which the City may exercise at its discretion. Should a supplier be suspended more than twice, this may give rise to a Performance Termination Event, which the City may exercise at its discretion.

Suspensions will not relieve the supplier of any obligations or liabilities incurred prior to the suspension. During any suspension period, alternative supplier(s) could be utilised for new requests, but active sites are not affected.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

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

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

23.8.2 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 Purchaser;
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. <u>Termination for insolvency</u>

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. <u>Settlement of Disputes</u>

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 whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. 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. <u>Limitation of Liability</u>

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-suppliers 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 suppliers or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when: a) hand delivered – on the working day of delivery

b) sent by registered mail – five (5) working days after mailing

c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause 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. Protection of Personal Information

36.1 The Supplier acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.2 The Supplier agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and/or services and to perform their obligations in terms of the agreement.

36.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its suppliers or other authorised individuals comes into contact in relation to the agreement.

36.4 The Supplier agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

36.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.

36.6 The Supplier hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Supplier's (and/or its employees', agents' and sub-suppliers') non-compliance with applicable data protection laws and/or other legislation.

36.7 The Supplier agrees that CCT may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

37. **Review Clause**

37.1 This Agreement is valid from **date of commencement (not prior to 01 July 2025)** until **30 June 2035**. 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 goods and/or services delivered.

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

PART 3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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 purchase 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 purchase 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 sub suppliers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 ‘Local content’ means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

1.18 ‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 ‘order’ means an official written purchase 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 and/or services 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 supplier 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 purchase ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods and/or services 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 sub supplier(s) should encounter conditions impeding timely delivery of the goods and/or services 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 and/or services not supplied in conformity with the contract and to return any goods and/or services delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods and/or services 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 and/or services 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 and/or services 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 and/or services, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in purchase order. Prior to the award of a bid the Department must be in possession of a Tax Compliance Status PIN number submitted by the bidder. This PIN number 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 supplier(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or supplier(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 supplier(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 supplier(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 supplier(s) concerned.

PART 4: SPECIFICATIONS

4.1 INTRODUCTION

The Telecommunications Branch is responsible for the supply and provisioning of telecommunications services for the City of Cape Town. It has also provided services to other branches of government, and to commercial telecommunications service providers. Central to this is the design, planning, service provisioning, maintenance, monitoring and management of the City's telecommunications network.

The City requires the use of a managed service provider link(s) to interconnect the City's buildings, where the City does not have the Infrastructure in the area, when needed. The service provider will be requested to provide any or a combination of Layer-2, Point-to-Point (VPN), or a Point to multi Point (VPLS) on a Dark Fibre, or Radio link as infrastructure which will transport the following services:

- Voice Services (e.g. VOIP Traffic)
- Data Services (web, email, video etc)
- Video Conferencing

The purpose of this tender is to invite licensed telecommunications service providers to provide data links that will carry the above telecommunication services for the City of Cape Town when required. The service provider must supply the link from the identified site (i.e City building/premises) to the designated/requested terminating site which will be indicated during the time of purchase ordering the service (The site will be within the Cape Town Municipal Area). Services can be supplied on Fibre or Radio infrastructure as long as the link will meet the link availability specified in Table 1 (see 13.5 of the specification).

The service provider will be responsible for providing, installing, monitoring, upgrading, maintaining and managing their transport/transmission links which provide network services to the City. Furthermore, the service provider must supply (and implement) the appropriate resources, reports, tools, procedures and management methodologies to comprehensively manage, proactively monitor, maintain and support the network infrastructure used to provide network services to the City. This includes attending to Incident resolution, performance degradation and corrective actions.

The City intends to procure the data link services for a period of 7 years, after which these services will be procured on the month-to-month basis, terminable on 90 days' prior written notice, for the remaining 3 years out of the maximum 10-year period of this tender. Furthermore, if a replacement tender is awarded and it happens to be a different service provider, the remaining 3 years of the of 10-year period will be used to migrate the services to the new incumbent on a month-to-month basis until all services have been migrated.

4.2 PEERING POINTS OF ALL DATA LINKS

The City currently has two points of presence (POPs) which are Bellville switching Centre and Gallows Hill Switching Centre (more information can be supplied for these locations). These two locations will be used as the primary peering points for new and existing sites (that will be migrated).

Connectivity between the supplier's PoP/s and City's PoP (Bellville or Gallows Hill) primary peering location must be dual fibre (geographical redundancy) to location. This connectivity must be at no extra cost to the City other than pricing submitted in the price schedules.

Whichever option is agreed upon at no extra cost to the City, the supplier is obligated to meet the link service level availability specified in Table 1 (see 13.5 of the specification).

The City at its own sole discretion will only allow a supplier to terminate a data link at an "alternate" peering point other than the two primary peering points if:

- There are extreme and exceptional circumstances that necessitates it, to be handled on a case by case basis at the City's discretion. The City has the right to decline any request.

- The request to use an alternate peering point was initiated by the supplier and accepted by the City, the supplier will:
  - Endeavour to eventually terminate the connection at a primary peering point within an agreed timeframe
  - There will be no installation/migration cost to the City for migrating the termination point.
- The alternate peering point is to be decommissioned or found to be no longer in the best interest of the City

for whatever reason:
  - The City will inform the supplier of this decision in advance. o If the request for the alternate peering point was initiated by the supplier, there will be no installation/migration cost to the City for migrating the termination point to the primary peering point/s
  - If the request to use an alternate peering point was initiated by the City, the supplier may not charge the City any additional costs other than the installation/migration costs submitted as per the price schedule.
  - Should the termination of the data link not be possible at a primary peering point, the City and supplier will agree on an alternate peering point. However, the same installation/migration costs conditions will apply.

4.3 ADDITIONAL SERVICE PROVIDER'S RESPONSIBILITIES

This includes, but is not limited to:

- Ascertaining cause of failure (e.g. analyse network alarms to ascertain whether its environmental factors, power, temperature etc, and do a basic ICMP tests).
- Diagnosis (show commands), service restoration and/or correction of hardware on site, correct misconfiguration problems on equipment/systems
- Remote problem identification and on-site intervention where necessary in purchase order to resolve the problem.
- Identify and replace cabling and/or SFP issues.
- Be available at all times and be on site when required when critical changes with major impact are executed.
- Problem determination and collection relevant technical information to identify root causes.
- Provide problem resolution reports as required by the City.
- Detailed diagnosis (eg performance/analysis of routing/transport protocols (e.g. OSPF, BGP, LDP etc) supported by on-site intervention.
- Resolution of complex configuration problems Resolve hardware, and software problems.
- Analysis of traces and diagnostic data
- Generate workarounds and or permanent resolutions to hardware and software bugs. (may require liaison with equipment/software OEM)).
- Resolve all network problems to meet SLAs
- Carry out a focused analysis taking into account the diagnosis results and actions.
- Take the appropriate corrective actions or determine workarounds for problem neutralization and implement the necessary actions.
- Troubleshooting of the network fault will be focused on end to end service restoration.
- Integration of new links which will include, but is not limited to:
  - Installation and commissioning of equipment.

It is the responsibility of the supplier to establish a reliable Network to Network Interface (NNI) connection between themselves and their off-net partners that guarantees the minimum service as requested by the City. The connections should possess the capability to handle commercial-grade requirements, excluding technologies such as Gigabit Passive Optical Network (GPON) that may be inadequate for the demands of City. The emphasis on commercial-grade connections underscores the need for a robust and scalable infrastructure, ensuring the efficiency, security, and stability required for effective collaboration and data exchange with off-net partners. This criterion is pivotal to uphold the City's requirements. If there are changes to these requirements, the City will communicate them with the supplier.

4.4 CHARGES FOR PROVIDING DATA LINK SERVICES

As the City's network expands and is being optimised, there is a requirement to connect or migrate links from one service provider to another in City buildings or sites where no City infrastructure exists. In such instances, the service provider is required to provide a link/service when requested by the City. Charges associated with providing data link services includes once-off charges for link installations and monthly bandwidth charges.

4.4.1 ONCE-OFF CHARGES FOR LINK INSTALLATIONS

As per Table A-1 of the price schedule, the service provider must price for labour services to install the service as requested by the City. The service provider will own the equipment and the City is not expecting to pay for the installed equipment, but will only pay for the once-off labour service to install and commission the link to an active state.

4.4.2 MONTHLY BANDWIDTH CHARGES

As per Tables A-2.1 to A-2.3 of the price schedule, the service provider must price for monthly bandwidth charges for network link services. Network link services refers to monitoring, maintenance and managing the transport/transmission network in purchase order to provide active network services to the City. The service provider must provide services as well as the Support Systems required to manage the network infrastructure, such that agreed service levels as stipulated in Table 1 below will be achieved. Furthermore, the service provider must supply (and implement) appropriate resources, monthly reports, tools, procedures and management methodologies to comprehensively manage, proactively monitor, maintain and support the network infrastructure used to provide active network services to the City. This includes attending to incidents, resolving, service fulfilment and assurance and optimal link performance.

4.5 SITE NETWORK AVAILABILITY

The City has standardised and classified Sites based on criticality of the Site. This resulted in the classification of Service Level metrics which are to be supported by a preferred medium of connection and associated infrastructure.

Site Criticality Score	Infrastructure Availability (Service Levels)	Preferred Connection Medium	Minimum Infrastructure Requirement
1	Platinum Service 99.99%	Optic fibre cables	Two separate (fully redundant) optic fibre cable links, each with its own access manhole, and each connected to a different switching centers, (“dual homed”). Each optic cable connects to a different node.
2	Gold Service 99.5%	Optic fibre cables	Default fibre connection – single access cable to two switching facilities (“dual homed”)
3	Silver Service 98.5 %	Optic fibre cables or licensed band radio	Single optic fibre cable connection, or licensed band radio.

Table 1 Network Availability Metrics

Downtime for each Site will exclude scheduled maintenance windows and deferred time agreed with the TOC.

The Resolution time will start when a problem is reported to the Carrier Service Provider (CSP), and will end when an authorised member of the City agrees that the Incident has been satisfactorily resolved by the CSP and that the resolution has been logged.

The total downtime of each City site during any calendar month will, depending on the applicable Service Level category, not exceed the relevant maximum accumulated downtime Service Level as indicated in table 2 hereafter.
A monthly meeting with service provider will be held to discuss and monitor service availability.

Type of Service	**Service Level Category**	**Mean Time to Respond**	**Maximum Accumulated Downtime (per month)**	**Credit %**
Two separate (fully redundant) optic fibre cable connections, each with its own access manhole, and each connected to a different switching node, ("dual homed") (Figure 2 A, B, or C). Each optic cable connects to a different CPE.	Platinum Service 99.99%	10 min	30 min	60%
Default fibre connection – single access cable connected through a manhole FDP to two switching facilities ("dual homed")	Gold Service 99.5%	30 min	4 hours	30%
Single optic fibre cable link or licensed band radio	Silver Service 98.5%	1 hour	12 hours	15%

Table 2 Service Levels and Maximum Allowed Downtime

City site links with a Gold or Platinum Service Level Category (as identified in Table 2 above under "Service Level Category") associated with it will be considered to be unavailable if both the primary and redundant/backup secondary access paths fail and CSP Services are down or severely impaired.

The City site with a single access is considered unavailable if the primary site link (fibre or radio) or CPE fails.

Service Credits for each Service Level default on downtime will be calculated using the following formula:
% of Carrier Network Service Charges (% specified in the Credit column in Table 2 above) x overrun hours

The City can approve alternatives to fibre and licensed band radio in writing from time to time in its sole discretion, but those alternatives must meet the minimum Service Levels and quality of service parameters as set out in the specification.

The Service Provider's liability for service credits for each Date Link Service in each month will not exceed an amount equal to 200% (two hundred percent) of the Date Link Service Charges.

4.6 REQUEST FOR SERVICES DURING THE CONTRACT PERIOD

4.6.1 EXISTING DATA LINKS

The City currently uses data links from various service providers to connect City buildings to its network. These links provide VPLS services that interconnect edge sites. Upon commencement of contract, these links need to be migrated to the new service provider network infrastructure, while ensuring that there is no service interruption.

Migration of existing sites:

On commencement of contract, the service provider will adhere to the following milestones which must be tracked, reported on and met:

- Within 10 working days from contract commencement – provide a quote for installation and monthly fees for the migration of all sites listed in Annexure A.
- Within 10 working days from receipt of a purchase order – provide a project plan (service provisions Standard Operating Procedure (SOP), activities, resources, schedule, milestones and timelines) for the migration of all sites within a 12 month period. The City reserves the right to reject the migration plan, if the plan does not conform to all of the specified requirements.
- The migration of all existing sites as listed in Annexure A must be completed within 12 months of project plan being agreed to. The City reserves the right to extend these periods.

  Any extension of the aforementioned time periods will rest solely within the discretion of the City of Cape Town.

Note: The existing sites (at the time of tender compilation) are indicated on Annexure A. At the time of contract award, the list of existing sites on Annexure A is subject to vary, as more sites would have been added/removed as the City's network is continuously changing. The latest list of existing sites will be shared at contract commencement.

The supplier will provide the City with migration progress reports as requested by the City and as agreed at the contract inception meeting, for the duration of the migration period.

4.6.2 ENVISAGED NEW SERVICES

Provisioning of new data links during the contract period

This process will apply to:

- New data link installations and upgrades of new links purchase ordered during the contract period.
- Line speed upgrades of existing sites that was awarded as part of the existing sites migration.

On receipt of a Request for Quote from the City the service provider will adhere to the following:

- Within 10 working days from receipt of a Request for Quote – provide a quote for installation/commissioning and monthly fees.
- Within 10 working days from receipt of a purchase order – provide a service provisioning schedule.
- Within 60 working days from the agreed service provisioning schedule – installation, commissioning and hand over must be completed. The City reserves the right to extend these periods.

  Any extension of the aforementioned time periods will rest solely within the discretion of the City of Cape Town.

4.7 ADDITIONAL SERVICE PROVIDER REQUIREMENTS

4.7.1 ACCOUNT AND SERVICE MANAGER/S

The service provider must provide, at own cost, at least one Account and Service Manager/s to service the City's account. This position is responsible to report on all outstanding purchase orders and to resolve any service effecting issues.

4.7.2 OPERATIONS CENTER

The service provider must be fully capable of supporting high availability Services. The service provider must have the following:

- Network Operating Centre or Network Monitoring Centre (inclusive of resources, systems, and escalation heirachy/structure).
- Call center
- Governance and escalation procedures
- Provide a 24HR service failure escalation line

4.7.3 SUFFICIENT NETWORK INFRASTRUCTURE

The service provider must have at sufficient network infrastructure and coverage within the boundaries of the City of Cape Town (Cape Metropolitan Area) to support the services offered.

4.7.4 ONLINE MANAGEMENT AND REPORTING TOOL

The service provider will provide an online management and reporting tool that will allow the City to report and track faults, progress with applications and customer and service information. The portal must provide reports on at least, but not limited to, the following elements:

- Status of applications
- Outages
- Planned maintenance
- Fault logging and tracking

4.7.5 SERVICE PURCHASE ORDER MANAGEMENT

The service provider must have an acceptable service purchase order management process. Compliance with eToM processes is desirable.

4.7.6 SERVICE MONITORING AND FAULT REPORTING

The service provider must have an acceptable service monitoring and fault report procedure, a process by which the City will be informed of service degradation or failure, and a process to be used by the City to log faults.

4.7.7 BILLING

The service provider has an acceptable service billing procedure that will produce the required City of Cape Town invoice formats.

4.7.8 REPORTS TO THE CITY

The Service Provider must prepare a Summary Report providing an overview of the relevant statistics and analytics each month for the previous Calendar Month, and make this available to the City for each Calendar Month during the seven days after the last day of each Calendar Month.

The Service Provider may be requested to provide detailed information about a particular account. Upon receipt of a written request from the City of Cape Town, the Service Provider must deliver requested information within five Working Days.

Reports must include, but is not limited to:

- Availability per service
- Bandwidth Utilisation, Errors, Discards where possible
- SIP Trunk statistics; number of calls, dropped calls, duration, SIP error code statistics. - Fault statistic for the month

- Service Providers must notify the City's TOC in advance of any changes that will occur on the providers infrastructure that may impact the City's services.
- Installation and migration progress of services and/or sites
- The Equipment Vendor is advised to track its performance regarding adherence to procurement, purchase ordering, delivery and payment process, and adherence to the Fault Handling Process, in case it is required to verify this.

4.7.9 ATTEND SERVICE REVIEW MEETINGS

The City will arrange and schedule Service Provider Service Review Meetings, which must be attended by the Service Provider's Key Contact Person, or a substitute. Such meeting will be scheduled to occur regularly, but not more than one each month. At least two Calendar Weeks' notice of each meeting will be given.

The Agenda will cover the service provider's purchase order management and delivery performance, and may cover the performance or compliance to specification of delivered Equipment or Service

4.7.10 CITY'S TELECOMMUNICATION OPERATIONS CENTER (TOC) ONBOARDING PROCESS

The City will have to "onboard" the supplier on to the City's TOC Systems and processes. This will require the supplier/s to attend one or more sessions to:

- Familiarize the supplier with City processes and vice versa
- Align and Document Standard Operating Procedures

4.8 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

4.9 EMPLOYMENT OF SECURITY PERSONNEL

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

4.10 FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:
a) Monthly Project Labour Report **(Annexed, but not applicable)**.

The Monthly Project Labour Report must include details of all labour (including that of sub-suppliers) 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.

PART 5: PRICE SCHEDULE

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

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful supplier, 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 supplier's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful supplier is required to perform all tasks listed against each item. The supplier 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 Supplier may be requested to clarify nil rates, or items regarded as having nil rates; and the Purchaser may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 All prices tendered will remain fixed and not subject to any contract price adjustment for the duration of the contract.

5.9 For existing services/sites, pricing must be based on the bandwidth provided to each site using the rates as indicated in the pricing tables. The list of existing services can be found in **Annexure A.** Should a site be decommissioned, associated monthly rental for that particular service will terminate.

5.10 Suppliers must submit pricing for items for ALL ITEMS, not submitting pricing for all items in the price schedule will deem the response to this tender as non-responsive.

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[redacted]

Please indicate pricing of the items in the tables that follow. Consult Section 13 (Specifications) before pricing.

TABLE A-1 ONCE-OFF CHARGES FOR LINK INSTALLATIONS

In this table, please provide labour and all related charges (excluding equipment, which will be for the account of the service provider), for the installation of link services. The rates tendered must be a fixed amount for each 12-month period, as indicated.

Item	Description	Unit	Labour Price for link installations. (ZAR excl. VAT)									
			Rate / Price from month 1 to 12	Rate / Price from month 13 to 24	Rate / Price from month 25 to 36	Rate / Price from month 37 to 48	Rate / Price from month 49 to 60	Rate / Price from month 61 to 72	Rate / Price from month 73 to 84	Rate / Price from month 85 to 96	Rate / Price from month 97 to 108	Rate / Price from month 109 to 120
A1.1	Once-off link installation and commissioning charge 4 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,510	R 3,694	R 3,878
A1.2	Once-off link installation and commissioning charge 8 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,510	R 3,694	R 3,878
A1.3	Once-off link installation and commissioning charge 10 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,510	R 3,694	R 3,878
A1.4	Once-off link installation and commissioning charge 20 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,510	R 3,694	R 3,878
A1.5	Once-off link installation and commissioning charge 50 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,510	R 3,694	R 3,878
A1.6	Once-off link installation and commissioning charge 100 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,510	R 3,694	R 3,878

TABLE A-1 ONCE-OFF CHARGES FOR LINK INSTALLATIONS CONTINUED

Item	Description	Unit	Labour Price for link installations. (ZAR excl. VAT)									
			Rate / Price from month 1 to 12	Rate / Price from month 13 to 24	Rate / Price from month 25 to 36	Rate / Price from month 37 to 48	Rate / Price from month 49 to 60	Rate / Price from month 61 to 72	Rate / Price from month 73 to 84	Rate / Price from month 85 to 96	Rate / Price from month 97 to 108	Rate / Price from month 109 to 120
A1.7	Once-off link installation and commissioning charge 200 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,518	R 3,694	R 3,878
A1.8	Once-off link installation and commissioning charge 500 Mbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,518	R 3,694	R 3,878
A1.9	Once-off link installation and commissioning charge 1 Gbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,518	R 3,694	R 3,878
A1.10	Once-off link installation and commissioning charge 10 Gbps	Per Installation	R 2,500	R 2,625	R 2,756	R 2,894	R 3,039	R 3,191	R 3,350	R 3,518	R 3,694	R 3,878
A1.11	Once-off link installation and commissioning charge 100 Gbps	Per Installation	R 5,000	R 5,250	R 5,513	R 5,788	R 6,078	R 6,381	R 6,700	R 7,036	R 7,367	R 7,757
A1.12	Once off installation charge (customised fibre solution)	Per 100 meters	R 55,000	R 57,750	R 60,638	R 63,669	R 66,853	R 70,195	R 73,705	R 77,391	R 81,260	R 85,323

Notes for Table A-1 (once-off charges for link installations):

1. In relation to items A1.1 to A1.11, a once-off link installation and commissioning charge is defined as the cost to install and commission the link to an active state, which includes (but is not limited to) the following: fibre optic cables, patch leads, ducts, cable trays, patch panels, radio equipement, CPE's and SFP's. However, rack space and power to be provided by the City.

2. In relation to item A1.12, a customised fibre solution is defined as a site that needs to be connected, but is more than 100m from the closest existing service provider cable or Point of presence. The first 100m is not chargable; thereafter the cost of the installation will be calculated per 100m and includes (but is not limited to) the following: all civil work and items required to install the fibre optic cable required to commission the site.

3. Please ensure that a rate is enetered against each item for each year.

[redacted]

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Table A-2.1 MONTHLY BANDWIDTH CHARGES FOR "PLATINUM SERVICE"

In this table, please provide monthly charges for a "Platinum Link Service" (including at minimum adherence to the relevant Service Levels set out in the specifications). The rates must be a monthly amount fixed for each 12-month period as indicated.

Item	Description	Unit	Monthly Price per Unit (ZAR excl. VAT)									
			Rate/Price from month 1 to month 12	Rate/Price from month 13 to month 24	Rate/Price from month 25 to month 36	Rate/Price from month 37 to month 48	Rate/Price from month 49 to month 60	Rate/Price from month 61 to month 72	Rate/Price from month 73 to month 84	Rate/Price from month 85 to month 96	Rate/Price from month 97 to month 108	Rate/Price from month 109 to month 120
A 2.1.1	50 Mbps Link	Per month	R5,250	R5,513	R5,788	R6,078	R 6,381	R 6,700	R 7,036	R7,387	R7,757	R 8,144
A 2.1.2	100 Mbps Link	Per Month	R6,594	R 6,924	R7,270	R7,633	R8,015	R8,416	R8,837	R 9,278	R9,742	R 10,229
A 2.1.3	200 Mbps Link	Per Month	R10,551	R11,079	R11,632	R12,214	R 12,825	R13,466	R14,139	R14,846	R 15,589	R 16,368
A 2.1.4	500 Mbps Link	Per month	R 15,080	R15,834	R 16,626	R17,457	R 18,330	R19,246	R20,209	R 21,219	R 22,280	R23,394
A 2.1.5	1 Gbps Link	Per month	R 20,151	R21,159	R 22,217	R23,328	R24,494	R25,719	R27,005	R 28,355	R29,773	R31,261
A 2.1.6	10 Gbps Link	Per month	R 62,888	R66,033	R 69,335	R 72,801	R 76,441	R80,263	R84,277	R88,490	R 92,915	R97,561
A2.1.7	100 Gbps Link	Per month	R 210,938	R 221,484	R 232,559	R 244,187	R 256,396	R269,216	R 282,676	R296,810	R311,651	R327,233

[redacted]

Note: Please ensure that a rate is enetered against each item for each year.

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Table A-2.2 MONTHLY BANDWIDTH CHARGES FOR "GOLD SERVICE"

In this table, please provide monthly charges for a "Gold Link Service" (including at minimum adherence to the relevant Service Levels set out in the specifications). The rates must be a monthly amount fixed for each 12-month period as indicated.

Item	Description	Unit	Monthly Price per Unit (ZAR excl. VAT)									
			Rate/Price from month 1 to month 12	Rate/Price from month 13 to month 24	Rate/Price from month 25 to month 36	Rate/Price from month 37 to month 48	Rate/Price from month 49 to month 60	Rate/Price from month 61 to month 72	Rate/Price from month 73 to month 84	Rate/Price from month 85 to month 96	Rate/Price from month 97 to month 108	Rate/Price from month 109 to month 120
A 2.2.1	50 Mbps Link	Per month	R 4,200	R 4,410	R 4,631	R 4,862	R 5,105	R 5,360	R 5,628	R 5,910	R 6,205	R 6,516
A 2.2.2	100 Mbps Link	Per Month	R 5,275	R 5,539	R 5,816	R 6,107	R 6,412	R 6,733	R 7,069	R 7,423	R 7,794	R 8,184
A 2.2.3	200 Mbps Link	Per Month	R 8,441	R 8,863	R 9,306	R 9,771	R 10,260	R 10,773	R 11,311	R 11,877	R 12,471	R 13,094
A 2.2.4	500 Mbps Link	Per month	R 12,064	R 12,667	R 13,300	R 13,965	R 14,664	R 15,397	R 16,167	R 16,975	R 17,824	R 18,715
A 2.2.5	1 Gbps Link	Per month	R 16,121	R 16,927	R 17,773	R 18,662	R 19,595	R 20,575	R 21,604	R 22,684	R 23,818	R 25,009
A 2.2.6	10 Gbps Link	Per month	R 50,311	R 52,826	R 55,468	R 58,241	R 61,153	R 64,211	R 67,421	R 70,792	R 74,332	R 78,049
A 2.2.7	100 Gbps Link	Per month	R 168,750	R 177,188	R 186,047	R 195,349	R 205,117	R 215,373	R 226,141	R 237,448	R 249,321	R 261,787

Note: Please ensure that a rate is enetered against each item for each year.

[redacted]

Table A-2.3 MONTHLY BANDWIDTH CHARGES FOR "SILVER SERVICE"

In this table, please provide monthly charges for a "Silver Link Service" (including at minimum adherence to the relevant Service Levels set out in the specifications). The rates must be a monthly amount fixed for each 12-month period as indicated.

Item	Description	Unit	Monthly Price per Unit (ZAR excl. VAT)									
			Rate/Price from month 1 to month 12	Rate/Price from month 13 to month 24	Rate/Price from month 25 to month 36	Rate/Price from month 37 to month 48	Rate/Price from month 49 to month 60	Rate/Price from month 61 to month 72	Rate Price from month 73 to month 84	Rate/Price from month 85 to month 96	Rate/Price from month 97 to month 108	Rate/Price from month 109 to month 120
A 2.3.1	4 Mbps Link	Per month	R 1,930	R 2,027	R 2,128	R 2,234	R 2,346	R 2,463	R 2,586	R 2,716	R 2,851	R 2,994
A 2.3.2	8 Mbps Link	Per month	R 2,127	R 2,233	R 2,345	R 2,462	R 2,585	R 2,715	R 2,850	R 2,993	R 3,143	R 3,300
A 2.3.3	10 Mbps Link	Per month	R 2,455	R 2,578	R 2,707	R 2,842	R 2,984	R 3,133	R 3,290	R 3,454	R 3,627	R 3,809
A 2.3.4	20 Mbps Link	Per month	R 2,800	R 2,940	R 3,087	R 3,241	R 3,403	R 3,574	R 3,752	R 3,940	R 4,137	R 4,344
A 2.3.5	50 Mbps Link	Per month	R 3,500	R 3,675	R 3,859	R 4,052	R 4,254	R 4,467	R 4,690	R 4,925	R 5,171	R 5,430
A 2.3.6	100 Mbps Link	Per Month	R 4,396	R 4,616	R 4,847	R 5,089	R 5,343	R 5,611	R 5,891	R 6,186	R 6,495	R 6,820
A 2.3.7	200 Mbps Link	Per Month	R 7,034	R 7,386	R 7,755	R 8,143	R 8,550	R 8,977	R 9,426	R 9,898	R 10,392	R 10,912
A 2.3.8	500 Mbps Link	Per month	R 10,053	R 10,556	R 11,084	R 11,638	R 12,220	R 12,831	R 13,472	R 14,146	R 14,853	R 15,596
A 2.3.9	1 Gbps Link	Per month	R 13,434	R 14,106	R 14,811	R 15,552	R 16,329	R 17,146	R 18,003	R 18,903	R 19,848	R 20,841

[redacted]

Table A-2.3 MONTHLY BANDWIDTH CHARGES FOR "SILVER SERVICE"

In this table, please provide monthly charges for a "Silver Link Service" (including at minimum adherence to the relevant Service Levels set out in the specifications). The rates must be a monthly amount fixed for each 12-month period as indicated.

Item	Description	Unit	Monthly Price per Unit (ZAR excl. VAT)									
			Rate/Price from month 1 to month 12	Rate/Price from month 13 to month 24	Rate/Price from month 25 to month 36	Rate/Price from month 37 to month 48	Rate/Price from month 49 to month 60	Rate/Price from month 61 to month 72	Rate Price from month 73 to month 84	Rate/Price from month 85 to month 96	Rate/Price from month 97 to month 108	Rate/Price from month 109 to month 120
A 2.3.10	10 Gbps Link	Per month	R 41 926	R 44,022	R46,223	R 48,534	R 50,961	R53,509	R 56,184	R58,994	R 61,943	R 65,040
A 2.3.11	100 Gbps Link	Per month	R 140 625	R 147,656	R 155,039	R 162,791	R 170,931	R 179,477	R 188,451	R197,873	R 207,767	R 218,156

Note: Please ensure that a rate is enetered against each item for each year.

Special Notes
The above Once-off link installation pricing is specific to a Silver SLA service.
Gold SLA Once-Off charges: x2 Silver SLA Once-Off pricing.
Premium SLA Once-Off charges: x2 Silver SLA Once-Off pricing.

[redacted]

PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO: 162S/2023/24

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

Liquid Telecommmunications SA (Pty) Ltd t/a Liquid Intelligent Technologies ,
(Supplier/Mandatary/Company/CC Name)

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

I, [redacted] , representing
Liquid Telecommmunications SA (Pty) Ltd t/a Liquid Intelligent Technologies , 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: Not Applicable Policy No.: Not Applicable

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 Midrand on the 19th day of March 2024

[redacted]

[redacted]

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

Witness

for and on behalf of
City of Cape Town

PART 7: SUPPORTING SCHEDULES

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

Not applicable to this tender

Schedule 10: Price Basis for Imported Resources

Not applicable to this tender

INSURANCE BROKER'S WARRANTY

Logo

Letterhead of supplier's Insurance Broker

Date ____________________________

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

Dear Sir

TENDER NO.: **162S/2023/24**

TENDER DESCRIPTION: DATA LINK SERVICES

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ______________________

For: ______________________ (Supplier's Insurance Broker)