TENDER DOCUMENT GOODS AND SERVICES		CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 10/04/2017	Version: 7.1	Page 1 of 171

TENDER NO: 172S/2019/20

SUPPLY, INSTALLATION AND MAINTENANCE OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2025

CLOSING DATE:	**15 January 2020**
CLOSING TIME:	**10:00 a.m.**
TENDER BOX NUMBER:	**117**
TENDER FEE:	**R200** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

TENDER SERIAL NO.:	
SIGNATURES OF CIT[illegible] [illegible]FICIALS AT TENDER [illegible]ING	
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TABLE OF CONTENTS

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	**15 November 2019**
SITE VISIT/CLARIFICATION MEETING	:	**10:00 AM on Monday, 2 December 2019** **Compulsory Clarification Meeting – Tenderers shall attend this briefing session to ensure tender responses submitted are responsive and can be considered for evaluation.**
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	**City of Cape Town Offices** **Network Control Centre, Spears Boardroom, 10 Voortrekker Road (Opposite Medi-Clinic Centre), Bellville.**
MEETING	:	
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **"TENDER NO. 172S/2019/20 – SUPPLY, INSTALLATION AND MAINTENANCE OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS"**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE		Name: Email:

TENDERS ARE REQUESTED TO ALWAYS REFER THE TENDER NUMBER IN ALL COMMUNICATIONS FOR THIS TENDER

(2) 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	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code ______
Physical address (Chosen domicilium citandi et executandi)	Postal Code ______
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms ______ (Name & Surname) Telephone:( ) ______ Fax:( ) ______ Cellular Telephone: ______ E-mail address:______
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)	

(3) FORM OF OFFER AND ACCEPTANCE

TENDER 172S/2019/20: SUPPLY, INSTALLATION OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS FOR CCT

PART A (TO BE FILLED IN BY TENDERER):

2.1 **Required Details** (Please provide applicable details in full):

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

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

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
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 (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS

(3) FORM OF OFFER AND ACCEPTANCE (CONTINUED)

TENDER 172S/2019/20: SUPPLY, INSTALLATION OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS FOR CCT

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

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser'),

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER")**

   ______________________________, thereby concluding a contract with the supplier for a contract period from date of commencement and terminating on **30 June 2025**.

2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT: ______________________ ON THIS THE ________ DAY OF ____________________ 20______
(PLACE) (DD) (MM) (YY)

____
Signature(s) and stamp of
Executive Director or his/ her delegated authority

____
Print name(s):
(duly authorised in terms of the System of Delegations as approved by Council)

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

1 Subject ....

Details ....

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2 Subject ....

Details ....

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3 Subject ....

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4 Subject ....

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

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

(4) PRICE SCHEDULE

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

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

Pricing Instructions:

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

4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except value added tax (vat), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the general tender information.

4.3 All prices tendered must include all expenses, disbursements and costs (e.g. Transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

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

4.5 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the schedules in the price schedule. **An item against which no rate (or rates, in the case of rate categories if provided) 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 evaluated as a nil rate having been entered against that item, i.e. That there is no charge for that item.**

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

4.7 In this tender, pricing requirements in **(4) PRICE SCHEDULE** are defined by two methods namely:

- **Mark-up percentage (%)** is the method where an all-inclusive mark-up [percentage (%) is applied to the current price list of the Original Equipment Manufacturer(s) OEM. Mark-up percentage (%) is the mark-up amount as expressed as a percentage (%) of the OEM price by applying the formula: Mark-up % = (Mark-up amount ÷ OEM Price) × 100. Refer to pricing instruction 4.3 as the mark-up amount must be include all, margins and fees added to the OEM list price The following schedules and tables require response through the mark-up percentage method:

  Schedule A: SUPPLY OF AUDIO VISUAL SYSTEMS
  - 0: TABLE A.1: Supply of Audio Visual Systems Equipment for Network Connected and Stand-alone Systems

  0: SUPPLY OF VIDEO COLLABORATION SYSTEMS (VC)
  - Table B.1: SUPPLY, SUPPORT AND MAINTENANCE OF EXISTING VIDEO COLLABORATION SYSTEM
  - Table B.3: SUPPLY OF <u>NEW</u> VIDEO COLLABORATION SYSTEM

- **Fixed rates** per unit as specified in the tables below for labour. The following schedules and tables require response through the fixed rate method:

  Schedule A: SUPPLY OF AUDIO VISUAL SYSTEMS
  - Table A.3: **Error! Reference source not found.**
  - **Error! Reference source not found.**: Labour LABOUR RATES FOR INSTALLATION

AND COMMISSIONING OF AV SYSTEMS

- Table A.5: **Error! Reference source not found.** for Existing and New Audio Visual Systems
- **Error! Reference source not found.**: Labour Rates – Training for Audio Visual Systems

0: SUPPLY OF VIDEO COLLABORATION SYSTEMS (VC)

- 0: Pricing Evaluation Table for PRICING EVALUATION TABLE FOR SUPPLY, LICENCING AND SUPPORT SERVICES OF EXISTING VIDEO COLLABORATION **SYSTEMS AND RELATED OEM PRODUCTS**
- 0: Pricing Evaluation Table for PRICING EVALUATION TABLE FOR SUPPLY, LICENCING AND SUPPORT OF NEW VIDEO COLLABRATION SYSTEMS **AND RELATED OEM PRODUCTS**

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

For evaluation purposes only, the following fixed rates of exchange must be used, if and where applicable – 1$=R15, 1£=R18 and 1€=R16.

Tenderers must fill in the OEM/Distributor, OEM/Distributor price (excluding VAT), the Discount Offered and Mark-up percentages, as is valid at the closing date of the advertised tender. For evaluation purposes the CCT will take the OEM/Distributor Price (excluding VAT) per item multiplied by the item's quantities to obtain a price for evaluation purposes. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Tenderers must use the identified OEM/Distributor, OEM/Distributor Price List (excluding VAT), Discount Offered and Mark-Up percentages, as reflected in Table B.1. and B.3 of the Pricing Schedule.

- Refer to **(5) Specifications** and specific paragraphs Error! Reference source not found. Error! Reference source not found. and Error! Reference source not found. Error! Reference source not found. for detail specifications for these services.
- Table B.5: Labour LABOUR RATES FOR INSTALLATION AND COMMISSIONING OF EXISTING AND NEW VC **SYSTEMS**
- Table B.6: LABOUR RATES FOR EXISTING AND NEW VIDEO COLLABORATION SYSTEMS
- Table B.7: Labour Rates – training for video collaboration systems

(All prices must be stated in Rand (ZAR) and excluding VAT).

4.8 For goods the award of the tender will be based on the OEM(s) indicated by the tenderer, discount offered and the mark-up percentage (%) the tenderer applies to a specific OEM's price list. The award for locally provided services (labour, etc.) will be based on the yearly fixed rates proposed by the tenderer. The Tenderer must provide the relevant OEM price lists in schedule 16.

4.9 In section **(5) SPECIFICATION(S)**, general specifications for items in the **(4) PRICE SCHEDULE** appears. Tenderers must refer to these specifications when completing the Pricing Schedule.

PLEASE NOTE – The provision of a Tenderers evidence to the tender's requirements are as indicated in Schedule 16: Information to Be Provided with The Tender. This evidence is crucial so as to ensure that a tender submission is considered to be responsive and move forward to the evaluation of submitted tenders.

4.10 It is the intension of the City to award the tender schedules A (Audio Visual Systems) and B (Video Collaboration Systems) separately, to a primary and alternative Tenderer, where applicable. The alternative tenderer will be used should the primary tenderer be unable to provide the goods and/or services in accordance with **(8) GENERAL CONDITIONS OF CONTRACT** OR **(7) SPECIAL CONDITIONS OF CONTRACT** OR not be able to provide services and goods in accordance with the Performance Level Agreements in **ANNEXURE 7: PERFORMANCE LEVEL AGREEMENTS: AUDIO**

VISUAL AND VIDEO COLLABORATION SYSTEMS, the goods and/or services will be procured from an alternative service provider.

4.11 It is the intention of the City of Cape Town to award this tender for a period of five (5) years, subject to Section 33 of The Local Government Municipal Finance Management Act 56 of 2003 as this tender will impose financial obligations on the City for a period longer than the three (3) financial years. The tender period is initially valid for the 3-years, thereafter the additional 2 years that is addressed in this tender document is subject to City of Cape Town's Council approval via the Section 33 process.

4.12 The award of this tender is from the date of commencement for a contract duration spanning 5 of the City's financial years. The City's financial year begins on the 1st July of the calendar year and ends on 30th June of the following calendar year. This means that the first year of the award ("Year 1") may be less than 12 calendar months. "Year 1" therefore means the period of time from the date of award until the end of the month of June; "Year 2" means the next twelve-month period coinciding with the next full financial year; and so on. "Year 5" will end on 30 June of the fifth financial year of the contract term. The contract period will only be for full 5 years' months if the commencement date is 1 July 2020.

4.13 All equivalent products tendered must be able to integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule. All ambiguity must be explained as part of the equivalent product information that must be provided with your tender submission. Fully explain equivalent solutions. State all assumptions upfront and note that any unconfirmed assumptions that are deemed by the City as being not fit for purpose or infringing the City of Cape Town's interests may render the equivalent solution as non-responsive..

4.14 The Tenderer shall take note that any discount percentage offered in the Pricing Schedules shall be fixed for the duration of the contract period, and therefore cannot be subject to any conditions, as only unconditional discounts will be considered for evaluation and award purposes. The Tenderer is under no obligation to offer any percentage discount and if the percentage discount column is left blank for an item, then it is understood that no discount is being offered for this item.

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SCHEDULE A. SUPPLY OF AUDIO VISUAL SYSTEMS

TABLE A.1. SUPPLY OF AUDIO VISUAL SYSTEMS EQUIPMENT FOR NETWORK CONNECTED AND STAND-ALONE SYSTEMS

This schedule is for the supply of Audio Visual Systems Equipment for network connected and standalone systems existing systems, compatible with and equivalent to existing equipment. Please provide technical data sheets and/or product specifications and complete OEM/Distributor price lists in **Schedule 16 A – Information on Audio Visual Equipment for Network Connected and Stand-Alone Systems**.

Fill in the costing tables as provided below.

It is important for the City to determine that the proposed goods, for Audio Visual and Delegate Conference Systems, Equipment and Ancillaries, meet the City's specifications and will enable the Tenderer to supply, support and adhere to the Performance Level Agreement requirements. For this reason, the City requires Tenderers to identify, the systems, equipment and ancillaries, whether it is the Original Equipment Manufacturer (OEM) or the Distributor, where goods will be sourced from. Tenderers must also indicate their relationship with the supplier of systems, equipment and ancillaries. In the following table for each category, where applicable, identify the supplier(s) in the "Source of Goods" column, the relationship in the "Partner Status" column, as well as completing the discount offered percentage and mark-up percentage columns, for that specific supplier. In order to be compliant with the Pricing Instruction, Tenderers must fill in this information for at least one supplier for each category of items, and the Tenderer may add additional lines per column as required.

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
Projectors to be installed or mounted					
A.1.1.	Minimum specification for low-end projector • WUXGA projector – 4000 ANSI Lumens • 1920 x 1200 resolution • Connectivity – HDMI, VGA • Better than 10,000 hours lamp life	t	Authorised	0 ....%	6.0 ....%
A.1.2.	Minimum specification for medium range projector • WUXGA projector – 5000 ANSI Lumens • 1920 x 1200 resolution • Connectivity – HDMI, VGA • Better than 10,000 hours lamp life	....	Authorised	0 ....%	6.0 ....%

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Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
A.1.3.	Minimum specifications for high-end projector • WUXGA projector – 10 000 ANSI Lumens • 1920 x 1200 resolution • Connectivity – HDMI, • Better than 10,000 hours lamp life		Authorised	0 %	6.0 %
Screens					
A.1.4.	Pull down Projection screens for AV Systems Screen dimensions must include range from 1830mm x 1030mm to 2760mm x 1555mm		Authorised	0 %	2.0 %
A.1.5.	Motorized Projection screens for AV Systems Screen dimensions must include range from 1830mm x 1030mm to 2760mm x 1555mm		Authorised	0 %	4.0 %
Switch / Integration Boxes					
A.1.6.	Kramer or equivalent		Authorised	0 %	2.5 %
Audio Equipment					
A.1.7.	Speakers for AV Systems (refer specifications)		Accredited/Platimun	46.0 %	6.0 %

SERIAL No:
Initials of City

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
A.1.8.	Amplifiers for AV systems (refer specifications)	....	Approved	0 ....%	2.5 ....%
A.1.9.	Mixing Consoles for AV systems	....	Authorised	0 ....%	2.5 ....%
A.1.10.	Audio processor BLU or equivalent	....	Accredited/Platimun	46.0 ....%	6.0 ....%
Multi-Media Pop Up Box					
A.1.11.	Modular Multi-Media Pop Up Box (desk flush) frame with power socket.	....	Authorised	0 ....%	2.5 ....%
Conference System Controller					
A.1.12.	Touch screen AV system controllers - Crestron or equivalent	....	Authorised Elite Partner	0 ....%	7.5 ....%
Display Monitors					

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Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
A.1.13.	HD Monitors - from 32" to 107" diagonal measurement	....	Platinum	0 %	6.0 %
Materials and Equipment (Related materials and equipment to do complete installations)					
A.1.14.	Related materials and equipment including: • Industry standard and approved cables • Connectors • PVC conduit, trunking and related items • Related cabling including (CAT 6 UTP, HDMI, Mylar, USB, VGA and audio cables) • Cabling reticulation including cable trays and ladders • Twisted pair range extenders (transmitters and receivers) • Single/Dual input scalers • Presentation scalers • Single output switchers • Matrix switchers • A/V input devices wall plates • Desk mounted access points – fixed • Desk mounted access points - modular	....	Authorised Elite Partner Authorised Platinum	0 % 0 % 0 %	7.5 % 2.5 % 10.0 %
Central Conference Control System					
A.1.15.	Central Conference System Control equipment , spares, parts and ancillaries - Bosch DNC or equivalent	....	Authorised	42 %	7.5 %

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TABLE A.2. PRICING EVALUATION TABLE FOR SELECTED AUDIO VISUAL EQUIPMENT AND ANCILLARIES.

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

For evaluation purposes only, the following fixed rates of exchange must be used, if and where applicable – 1$=R15, 1£=R18 and 1€=R16.

Tenderers must fill in the OEM/Distributor, OEM/Distributor price (excluding VAT), the Discount Offered and Mark-up percentages, as is valid at the closing date of the advertised tender. For evaluation purposes the CCT will take the OEM/Distributor Price (excluding VAT) per item multiplied by the item's quantities to obtain a price for evaluation purposes. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

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

Refer to **(5) Specifications** and specific paragraphs Error! Reference source not found. Error! Reference source not found. and Error! Reference source not found. Error! Reference source not found. for detail specifications for these services.

Item	Description	Identify OEM or Distributor	Quantity	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
Small Meeting Room						
A.2.1.	1830mm x 1030mm pull down projector screen with screen ceiling box	....	1	2.0 ....%	0 ....%	R 1,125.00
A.2.2.	4000 ANSI Lumen WUXGA Projector with power accessories and ceiling mount	..	1	6.0 ....%	0 ....%	R 15,900.00
A.2.3.	Projector Ceiling Mount bracket (including any bracket extension)	...	1	6.0 ....%	0 ....%	R 1,605.00

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Item	Description	Identify OEM or Distributor	Quantity	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
Small Meeting Room						
A.2.4.	**Modular Multi-Media Box (wall mounted) including the following modules** • Dual Pass through module • HDMI Module • VGA Module • Audio-in Module • 220V Power Socket • Blank Module • USB Charger	.....	1	2.5 ....%	0 ....%	R 2,901.30
A.2.5.	USB Cable (7.6m)		1	2.5 ....%	0 ....%	R 425.60
A.2.6.	HDMI Cable (7.6m High Speed)		1	2.5 ....%	0 ....%	R 441.56
A.2.7.	VGA Cable (7.6m)		1	2.5 ....%	0 ....%	R 728.07
A.2.8.	Audio Cable (7.6m)		1	2.5 ....%	0 ....%	R included
A.2.9.	Wall mounted presentation speakers (150 Watt)	....	2	6.0 ....%	46.0 ....%	R 4,767.24
A.2.10.	30 W Amplifier Mixer with a minimum of 4 Channels HDMI, VGA, RCA connectors	....	1	2.5 ....%	0 ....%	R 2,315.30

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Item	Description	Identify OEM or Distributor	Quantity	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
Small Meeting Room						
A.2.11.	PVC Trunking 25x16mm per metre	……. …..	**10**	10 ……………..%	0 ……………..%	R 67.50
Item	**Description**	**Identify OEM or Distributor**	**Quantity**	**Mark-up Percentage (%)**	**Discount Offered (%)**	**OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)**
Medium Meeting Room						
A.2.12.	2210mm x 1245mm standard motorised projector screen with screen ceiling box	…	**1**	4.0 ……………..%	0 ……………..%	R 3,305.00
A.2.13.	4000 ANSI Lumen WUXGA Projector		**1**	6.0 ……………..%	0 ……………..%	R 15,900.00
A.2.14.	Projector Ceiling Mount bracket (including any bracket extension)	……	**1**	6.0 ……………..%	0 ……………..%	R 1,605.00
A.2.15.	Wireless Touchscreen controller (5.7inch)	….	**1**	7.5 ……………..%	0 ……………..%	R 31,350.00
A.2.16.	Control Processor and Gateway	……. ……	**1**	7.5 ……………..%	0 ……………..%	R 13,200.00

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Item	Description	Identify OEM or Distributor	Quantity	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
Small Meeting Room						
A.2.17.	**Modular Multi-Media Pip Up Box (desktop flush mounted) including the following modules** • Dual Pass through module • HDMI Module • VGA Module • Audio-in Module • 220V Power Socket • Blank Module • USB Charger	....	**1**	2.5 ....%	0 ....%	**R** 4,939.05
A.2.18.	USB Cable (12m)	....	**1**	2.5 ....%	0 ....%	**R** 773.39
A.2.19.	HDMI Cable (12m High Speed)	....	**1**	2.5 ....%	0 ....%	**R** 831.25
A.2.20.	VGA Cable (12m)	....	**1**	2.5 ....%	0 ....%	**R** 967.58
A.2.21.	Audio Cable (12m)	....	**1**	2.5 ....%	0 ....%	**R** included
A.2.22.	Wall mounted presentation speakers (150 Watt)	....	**2**	6.0 ....%	46.0 ....%	**R** 4,767.24
A.2.23.	60 W Amplifier Mixer with a minimum of 4 Channels HDMI, VGA, RCA connectors	....	**1**	2.5 ....%	0 ....%	**R** 2,642.25
A.2.24.	PVC Trunking 25x16mm per metre	....	**15**	10.0 ....%	0 ....%	**R** 101.25

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Item	Description	Identify OEM or Distributor	Quantity	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
Large Meeting Room						
A.2.25.	2760mm x 1555mm standard motorised projector screen with screen ceiling box		**1**	4.0 %	0 %	R 3,420.00
A.2.26.	5000 ANSI Lumen WUXGA Projector		**1**	6.0 %	0 %	R 22,395.00
A.2.27.	Projector Ceiling Mount bracket (including any bracket extension)		**1**	6.0 %	0 %	R 1,605.00
A.2.28.	Wireless Touchscreen controller (5.7inch)		**1**	7.5 %	0 %	R 31,350.00
A.2.29.	Control Processor and Gateway		**1**	7.5 %	0 %	R 13,200.00
A.2.30.	**Modular Multi-Media Pop Up Box (desktop flush mounted) including the following modules** • Dual Pass through module • HDMI Module • VGA Module • Audio-in Module • 220V Power Socket • Blank Module • USB Charger		**2**	2.5 %	0 %	R 9,878.10
A.2.31.	USB Cable (18m)		**1**	2.5 %	0.00 %	R 773.39

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Item	Description	Identify OEM or Distributor	Quantity	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
Large Meeting Room						
A.2.32.	HDMI Cable (18m High Speed)	....	**1**	2.5 ....%	0.00 ....%	**R** 831.25
A.2.33.	VGA Cable (18m)	....	**1**	2.5 ....%	0.00 ....%	**R** 967.58
A.2.34.	Audio Cable (18m)		**1**	2.5 ....%	0.00 ....%	**R** included
A.2.35.	Wall mounted presentation speakers (175 Watt)	..	**2**	6.0 ....%	46.00 ....%	**R** 8,113.39
A.2.36.	120 W Amplifier Mixer with a minimum of 4 Channels HDMI, VGA, RCA connectors	......	**1**	2.5 ....%	0.00 ....%	**R** 6,361.55
A.2.37.	PVC Trunking 25x16mm per metre	....	**20**	10.0 ....%	0 ....%	**R** 135.00

TABLE A.3. LABOUR RATES FOR INSTALLATION AND COMMISSIONING OF AV SYSTEMS

This schedule is for the labour rates associated with the delivery new items, upgrades to existing systems and maintenance of **existing** and **new Audio Visual Systems** for both network connected as well as stand-alone systems, in the facilities as listed. Tenderers are required to respond with the fixed rates per year for the five (5) year duration of the contract for labour. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Fill in the costing tables as provided below.

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
Rates for installation and commissioning of AV systems							
A.3.1.	Small Meeting room	Per installation	R 4,862.00	R 5,056.00	R 5,258.00	R 5,469.00	R 5,687.00
A.3.2.	Medium Meeting room	Per installation	R 7,742.00	R 8,051.00	R 8,373.00	R 8,708.00	R 9,057.00
A.3.3.	Large Meeting room	Per installation	R 9,652.00	R 10,038.00	R 10,439.00	R 10,857.00	R 11,291.00
A.3.4.	Council Chambers	Per installation	R 40,008.00	R 41,608.00	R 43,272.00	R 45,003.00	R 46,803.00

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TABLE A.4. LABOUR RATES FOR EXISTING AND NEW AUDIO VISUAL SYSTEMS

This schedule is for the labour associated with existing and new **Audio Visual Systems** for both network connected as well as stand-alone systems. These rates will be used for ad hoc installations and commissioning of systems. Tenderers are required to respond with the fixed rates per year for the five (5) year duration of the contract for labour.

Fill in the costing tables as provided below.

It is important for the City to determine that the proposed labour force for the installation, upgrades and maintenance of the Audio Visual and Delegate Conference Systems, Equipment and Ancillaries, meet the City's specifications and will enable the Tenderer to adhere to the Performance Level requirements. For this reason, the City requires Tenderers to provide accreditation, on a per staff member basis, from the Original Equipment Manufacturer (OEM) or the Distributor, for the support and maintenance of each item. In the following table for each category, provide an all-inclusive hourly rate, which excludes VAT. In order to be compliant with the Pricing Instruction Error! Reference source not found.**above, Tenderers must fill in this information for at least one staff category for each item. In order to be compliant with the Pricing Instruction**Error! Reference source not found.**, Tenderers must fill in this information for at least one staff category for each item.**

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
Per Hour Rates							
A.4.1.	Equipment Operator	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00
A.4.2.	Equipment Technician	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00
A.4.3.	Jnr Engineer	per hour	R 277.00	R288.00	R 299.00	R 311.00	R 324.00
A.4.4.	Snr Engineer	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R528.00
A.4.5.	Software Engineer	per hour	R 452.00	R470.00	R 488.00	R 508.00	R 528.00
A.4.6.	First Line Support Technician	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
A.4.7.	Second Line Support Technician	per hour	R277.00	R 288.00	R 299.00	R 311.00	R 324.00
A.4.8.	Acoustic Engineer	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
A.4.9.	Project Manager	per hour	R 548.00	R 569.00	R 592.00	R 616.00	R 641.00
A.4.10.	Labour for Rack Work	per hour	R 360.00	R 374.00	R 389.00	R 404.00	R 421.00
A.4.11.	Normal Time Labour rates for installation during normal business hours	per hour	R452.00	R470.00	R 488.00	R 508.00	R 528.00
A.4.12.	Normal Time Labour rates for remedial maintenance	per hour	R 277.00	R 288.00	R 299.00	R 311.00	R 324.00
A.4.13.	Overtime labour rates for installation and remedial maintenance outside normal business hours	per hour	R 415.00	R 432.00	R 449.00	R 467.00	R 486.00
A.4.14.	Cable Installer	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00
A.4.15.	Electrician	per hour	R 478.00	R 497.00	R 517.00	R 537.00	R 559.00
A.4.16.	Technical Support inclusive of As-Built drawings	per hour	R452.00	R 470.00	R 488.00	R 508.00	R 528.00
Per Day Rates							
A.4.17.	Equipment Operator	per day	R 1,472.00	R 1,530.00	R 1,592.12	R 1,655.80	R 1,722.03

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
A.4.18.	Equipment Technician	per day	R 1,472.00	R 1,530.00	R 1,592.00	R 1,655.00	R 1,722.00
A.4.19.	First Line Support Technician	per day	R 1,472.00	R 1,530.00	R 1,592.00	R 1,655.00	R 1,722.00
A.4.20.	Second Line Support Technician	per day	R 2,216.00	R 2,304.00	R 2,396.00	R2,492.00	R 2,592.00
A.4.21.	Hiring of Scaffolding including Delivery, Erection, Certification, Dismantling and Collection	per day	R 550.00	R 572.00	R 594.00	R 618.00	R 643.00
Other Rates							
A.4.22.	Transportation rates (for remedial maintenance only)	per km	R 0	R 0	R 0	R 0	R 0
A.4.23.	Inclusive call out fee (inclusive of 1 hour labour and transport)	per call	R 277.00	R 288.00	R 299.00	R 311.00	R 324.00
A.4.24.	Cable installation complete including terminations and labelling	per metre	R 83.00	R 86.00	R 89.00	R 93.00	R 97.00
A.4.25.	Trunking installation complete with bends, corners and matching covers	per metre	R 108.00	R 112.00	R 116.00	R 121.00	R 126.00
A.4.26.	Installation cost of PVC conduit installation complete, with galvanised draw wire, on surface	per metre	R 137.00	R 142.00	R 148.00	R 154.00	R 160.00
A.4.27.	Galvanised conduit installation complete, with galvanised draw wire, on surface	per metre	R 163.00	R 169.00	R 176.00	R 183.00	R 190.00

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
A.4.28.	Conduit installation complete, with galvanised draw wire, chased in brickwork and made good	per metre	R 336.00	R 349.00	R 363.00	R 377.00	R 393.00
A.4.29.	Cable installation complete, including terminations and labelling, drawn into wire-ways	per metre	R 83.00	R 86.00	R 89.00	R 93.00	R 97.00

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TABLE A.5. LABOUR RATES – TRAINING FOR AUDIO VISUAL SYSTEMS

This schedule will provide for the capacity to train CCT personnel on the use and maintenance of existing and new **Audio Visual Systems**. Tenderers are required to respond with the fixed rates per year for the five (5) year duration of the contract for training services. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Fill in the costing tables as provided below.

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
Rates Training Services							
A.5.1.	Certified training for CCT technical staff for 1st and 2nd line equipment and network support of Delegate Conference Network system	Per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
A.5.2.	Operator training for CCT staff for general meetings	Per hour	R 452.00	R470.00	R 488.00	R 508.00	R 528.00

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SCHEDULE B SUPPLY OF VIDEO COLLABORATION SYSTEMS (VC)

Table B.1. SUPPLY, SUPPORT AND MAINTENANCE OF EXISTING VIDEO COLLABORATION SYSTEMS AND RELATED OEM PRODUCTS

This schedule is for the supply, support and maintenance of existing Video Collaboration Systems Equipment, compatible with and equivalent to existing equipment. Please provide technical data sheets and/or product specifications and complete OEM/Distributor price lists in **Schedule 16 B – Information on Video Collaboration Systems Equipment**. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Fill in the costing tables as provided below.

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
B.1.1.	Video collaboration system (including all back-end infrastructure, endpoints, licences and all ancillaries)	Polycom or equivalent / Kathea	Platinum	0.0 %	7.5 %
B.1.2.	Technical Support (OEM) licenses	Polycom or equivalent / Kathea	Platinum	0.0 %	7.5 %

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TABLE B.2. PRICING EVALUATION TABLE FOR SUPPLY, LICENCING AND SUPPORT SERVICES OF EXISTING VIDEO COLLABORATION SYSTEMS AND RELATED OEM PRODUCTS

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

For evaluation purposes only, the following fixed rates of exchange must be used, if and where applicable – 1$=R15, 1£=R18 and 1€=R16.

Tenderers must fill in the OEM/Distributor, OEM/Distributor price (excluding VAT), the Discount Offered and Mark-up percentages, as is valid at the closing date of the advertised tender. For evaluation purposes the CCT will take the OEM/Distributor Price (excluding VAT) per item multiplied by the item's quantities to obtain a price for evaluation purposes. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

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

Refer to **(5) Specifications** and specific paragraphs Error! Reference source not found. Error! Reference source not found. and Error! Reference source not found. Error! Reference source not found. for detail specifications for these services.

Item	Description	Identify OEM or Distributor	Unit	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
B.2.1.	Microsoft Interop Licence (Integration for Polycom and Microsoft Skype for Business 2015 and above) for RealPresence GroupSeries 500 or equivalent	Polycom or equivalent Kathea	Per item	7.5.........%	0.0.........%	R 10,275.43
B.2.2.	Microsoft Interop Licence (Integration for Polycom and Microsoft Skype for Business 2015 and above) for RealPresence GroupSeries 310 or equivalent	Polycom or equivalent Kathea	Per item	7.5.........%	0.0.........%	R 10,275.43
B.2.3.	EagleEye 12 x Zoom (RealPresence GroupSeries 500 or equivalent)	Polycom or equivalent Kathea	Per item	7.5.........%	8.0.......%	R 43,687.67
B.2.4.	Video Endpoint (RealPresence GroupSeries 500 or equivalent)	Polycom or equivalent Kathea	Per item	7.5.........%	8.0.......%	R 78,173.23

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Item	Description	Identify OEM or Distributor	Unit	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
B.2.5.	Video Endpoint (RealPresence GroupSeries 310 or equivalent)	Polycom or equivalent Kathea	Per item	7.5 ....%	8.0 ....%	R 48,221.23
B.2.6.	EagleEye 12 x Zoom (HDX 8000 or equivalent)	Polycom or equivalent Kathea	Per item	7.5 ....%	8.0 ....%	R 43,687.66
B.2.7.	Video Endpoint (HDX 8000 or equivalent)	Polycom or equivalent Kathea	Per item	7.5 ....%	8.0 ....%	R 78,619.48
B.2.8.	Video Endpoint (Debut System or equivalent)	Polycom or equivalent Kathea	Per item	7.5 ....%	8.0 ....%	R 21,203.52
B.2.9.	Software Licence for GroupSeries 500 or equivalent for twelve (12) x Zoom Camera	Polycom or equivalent Kathea	Once off license cost	- ....%	- ....%	R To exclude as per Notice 2
B.2.10.	Software Licence for RealPresence GroupSeries 310 or equivalent for twelve (12) x Zoom Camera	Polycom or equivalent Kathea	Once off license cost	- ....%	- ....%	R To exclude as per Notice 2
B.2.11.	Enhanced Display software license for RealPresence GroupSeries 310 or equivalent for dual display	Polycom or equivalent Kathea	Once off license cost	7.5 ....%	0 ....%	R 30,846.86
B.2.12.	Group Series or equivalent 1080p HD licence	Polycom or equivalent Kathea	Once off license cost	7.5 ....%	0 ....%	R 30,846.86
B.2.13.	Three (3) Year Partner Premier Technical Support License (Clariti Stack or equivalent)	Polycom or equivalent Kathea	Annual license cost	7.5 ....%	0 ....%	R 1,877,143.00
B.2.14.	One (1) Year Partner Premier Technical Support License (Clariti Stack or equivalent)	Polycom or equivalent Kathea	Annual license cost	7.5 ....%	0 ....%	R 694,286.00
B.2.15.	Three (3) Year Partner Premier Technical Support License (HDX 8000 or equivalent)	Polycom or equivalent Kathea	Annual license cost	7.5 ....%	0 ....%	R 20,458.29
B.2.16.	One (1) Year Partner Premier Technical Support License (HDX 8000 or equivalent)	Polycom or equivalent Kathea	Annual license cost	7.5 ....%	0 ....%	R 7,570.29
B.2.17.	Three (3) Year Partner Premier Technical Support License (RealPresence GroupSeries 500 or equivalent)	Polycom or equivalent Kathea	Annual license cost	7.5 ....%	0 ....%	R 11,129.14

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Item	Description	Identify OEM or Distributor	Unit	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
B.2.18.	One (1) Year Partner Premier Technical Support License (RealPresence GroupSeries 500 or equivalent)		Annual license cost	7.5........%	0........%	R 4,114.29
B.2.19.	Three (3) Year Partner Premier Technical Support License (RealPresence GroupSeries 310 or equivalent)		Annual license cost	7.5 ....%	0 ....%	R 11,129.14
B.2.20.	One (1) Year Partner Premier Technical Support License (RealPresence GroupSeries 310 or equivalent)		Annual license cost	7.5 ....%	0 ....%	R 4,114.29
B.2.21.	Three (3) Year Partner Premier Technical Support License (RealPresence Debut or equivalent)		Annual license cost	7.5............%	0 ....%	R 5,142.86
B.2.22.	One (1) Year Partner Premier Technical Support License (RealPresence Debut or equivalent)		Annual license cost	7.5............%	0 ....%	R 1,902.86

Table B.3. SUPPLY OF NEW VIDEO COLLABORATION SYSTEMS

This schedule is for the supply of new Video Collaboration Systems Equipment, compatible with and equivalent to existing equipment, where relevant. Please provide technical data sheets and/or product specifications and complete OEM/Distributor price lists in **Schedule 16 B – Information on Video Collaboration Systems Equipment**. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Fill in the costing tables as provided below.

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
B.3.1.	Video Conference equipment including bridge (with equivalence to DMA 7000, RealPrecence Resource manager, RealPresence ,Media Suite and RealPresence Access Director), video endpoints, licences and all ancillaries	....	Platinum	0 %	7.5 %
B.3.2.	Desk Video Collaboration Endpoint System (incl. Codec)	....	Platinum	0 %	7.5 %
B.3.3.	Personal Device and Desktop Video Collaboration Applications	....	Platinum	0 %	7.5 %
B.3.4.	Mobile Video Device – Medical, Construction, Field Staff and Emergency	....	Platinum	0 %	7.5 %

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Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up (%)
B.3.5.	Digital Signage & IPTV	…………………………	Platinum…………………………	0……%	6.0……%
B.3.6.	Electronic Room Automation and Booking System	…………………………	Platinum…………………………	0……%	7.5……%
B.3.7.	Endpoint Management System	…………………………	Platinum…………………………	0……%	7.5……%

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TABLE B.4. PRICING EVALUATION TABLE FOR SUPPLY, LICENCING AND SUPPORT OF NEW VIDEO COLLABRATION SYSTEMS AND RELATED OEM PRODUCTS

THE FOLLOWING TABLE WILL BE USED FOR EVALUATION PURPOSES ONLY.

For evaluation purposes only, the following fixed rates of exchange must be used, if and where applicable – 1$=R15, 1£=R18 and 1€=R16.

Tenderers must fill in the OEM/Distributor, OEM/Distributor price (excluding VAT), the Discount Offered and Mark-up percentages, as is valid at the closing date of the advertised tender. For evaluation purposes the CCT will take the OEM/Distributor Price (excluding VAT) per item multiplied by the item's quantities to obtain a price for evaluation purposes. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Tenderers must use the identified OEM/Distributor, OEM/Distributor Price List (excluding VAT), Discount Offered and Mark-Up percentages, as reflected in Table B.1. and B.3 of the Pricing Schedule.

Refer to **(5) Specifications** and specific paragraphs Error! Reference source not found. Error! Reference source not found. and Error! Reference source not found. Error! Reference source not found. for detail specifications for these services.

Item	Description	Identify OEM or Distributor	Unit	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
B.4.1.	Video Bridge (equivalent to DMA 7000, RealPrecence Resource manager, RealPresence ,Media Suite and RealPresence Access Director) for 500 endpoints: Real-time media conference platform and licences		Per item	7.5 ……………%	8.0 ……………%	**R** 920.224.72
B.4.2.	Video Endpoint (RealPrecence GroupSeries 500 or equivalent)	…………………	Per item	7.5 ……………%	8.0 ……………%	**R** 78,173.23
B.4.3.	Video Endpoint (RealPresence GroupSeries 310 or equivalent)	…………	Per item	7.5 ……………%	8.0 ……………%	R 48,221.23

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Item	Description	Identify OEM or Distributor	Unit	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
B.4.4.	Video Endpoint (HDX 8000 or equivalent)		Per item	7.5 ....%	8 ....%	R 78,173.23
B.4.5.	Video Endpoint (RealPresence Debut System or equivalent)	....	Per item	7.5 ....%	8 ....%	R 21,203.52
B.4.6.	Three (3) Year Partner Premier Technical Support Licence		Annual license cost	7.5 ....%	0 ....%	R 5,142.86
B.4.7.	One (1) Year Partner Premier Technical Support License	....	Annual license cost	7.5 ....%	0 ....%	R 1,902.86
B.4.8.	Annual Maintenance Licence for Video Bridge (equivalence to DMA 7000, RealPrecence Resource manage, Media Suite and RealPresence Access Director)		Annual license cost	7.5 ....%	0 ....%	R79,655.17
Small Meeting Room						
B.4.8.	Minimum 4 X Zoom camera	....	1	7.5 ....%	8.0 ....%	R 48,221.23
B.4.8.	Interop licences	....	1	7.5 ....%	0 ....%	R included
B.4.8.	Microphones	....	1	7.5 ....%	0 ....%	R included
Medium Meeting Room						
B.4.8.	Minimum 4 X Zoom camera	....	1	7.5 ....%	8.0 ....%	R48,667.48

Item	Description	Identify OEM or Distributor	Unit	Mark-up Percentage (%)	Discount Offered (%)	OEM or Distributor Price excluding VAT, Discount Offered and Mark-up (Rand)
B.4.8.	Interop licences	....	1	7.5 ....%	0 ....%	R included
B.4.8.	Microphones	....	2	7.5 ....%	0 ....%	R included
Large Meeting Room						
B.4.8.	Minimum 12 X Zoom camera	....	1	7.5 ....%	8.0 ....%	R R95,206.22
B.4.8.	Interop licences	....	1	7.5 ....%	0 ....%	R Included
B.4.8.	Microphones	....	4	7.5 ....%	0 ....%	R Included

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Table B.5. LABOUR RATES FOR INSTALLATION AND COMMISSIONING OF EXISTING AND NEW VC SYSTEMS

This schedule is for the labour associated with adding new items, upgrades to existing systems and maintenance of **existing** and **new Video Collaboration Systems** for both network connected as well as stand-alone systems, in the facilities as listed. Tenderers are required to respond with the fixed rates per year for the five (5) year duration of the contract for labour. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Fill in the costing tables as provided below.

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
Rates for installation and commissioning of VC systems							
B.5.1.	Small Meeting room	Per installation	R 4,862.00	R 5,056.00	R 5,258.47	R 5,469.09	R 5,687.85
B.5.2.	Medium Meeting room	Per installation	R 7,742.00	R 8,015.00	R 8,373.75	R 8,708.70	R9,057.04
B.5.3.	Large Meeting room	Per installation	R 9,652.00	R 10,038.00	R 10,439.00	R 10,857.19	R 11,291.47

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Table B.6. LABOUR RATES FOR EXISTING AND NEW VIDEO COLLABORATION SYSTEMS

This schedule is for the labour associated with existing and new **Video Collaboration Systems** for both network connected as well as stand-alone systems. These rates will be used for ad hoc installations and commissioning of systems. Tenderers are required to respond with the fixed rates per year for the five (5) year duration of the contract for labour.

Fill in the costing tables as provided below

It is important for the City to determine that the proposed labour force for the installation, upgrades and maintenance of the Video Collaboration Systems, Equipment and Ancillaries, meet the City's specifications and will enable the Tenderer to adhere to the Performance Level requirements. For this reason, the City requires Tenderers to provide accreditation, on a per staff member basis, from the Original Equipment Manufacturer (OEM) or the Distributor, for the support and maintenance of each item. In the following table for each category, provide an all-inclusive hourly rate, which excludes VAT. In order to be compliant with the Pricing Instruction Error! Reference source not found.**above, Tenderers must fill in this information for at least one staff category for each item. In order to be compliant with the Pricing Instruction**Error! Reference source not found.**, Tenderers must fill in this information for at least one staff category for each item.**

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
Per Hour Rates							
B.6.1.	Equipment Operator	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00
B.6.2.	Equipment Technician	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00
B.6.3.	Jnr Engineer	per hour	R 277.00	R 288.00	R 299.00	R 311.00	R 324.05
B.6.4.	Snr Engineer	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
B.6.5.	Software Engineer	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
B.6.6.	First Line Support Technician	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
B.6.7.	Second Line Support Technician	per hour	R 277.00	R 288.00	R 299.00	R 311.00	R 324.00
B.6.8.	Acoustic Engineering	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
B.6.9.	Project Management	per hour	R 548.00	R 569.00	R 592.00	R 616.00	R 641.00
B.6.10.	Normal Time Labour rates for installation during normal business hours	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
B.6.11.	Normal Time Labour rates for remedial maintenance	per hour	R 277.00	R 288.00	R 299.00	R 311.59	R 324.00
B.6.12.	Overtime labour rates for installation and remedial maintenance outside normal business hours	per hour	R 415.00	R 432.00	R 449.00	R 467.00	R 486.00
B.6.13.	Cable Installer	per hour	R 184.00	R 191.00	R 199.00	R 206.00	R 215.00
B.6.14.	Electrician	per hour	R 478.00	R 497.00	R 517.00	R 537.00	R 559.00
B.6.15.	Technical Support inclusive of As-Built drawings	per hour	R 452.00	R 470.00	R 488.00	R 508.00	R 528.00
Per Day Rates							
B.6.16.	Equipment Operator	per day	R 1,472.00	R 1,530.00	R 1,592.00	R 1,655.00	R 1,722.00
B.6.17.	Equipment Technician	per day	R 1,472.00	R 1,530.00	R 1,592.00	R 1,655.00	R 1,722.00

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
B.6.18.	First Line Support Technician	per day	R 1,472.00	R 1,530.00	R 1,592.00	R 1,655.00	R 1,722.00
B.6.19.	Second Line Support Technician	per day	R 2,216.00	R 2,304.64	R 2,396.83	R 2,492.70	R 2,592.41
B.6.20.	Hiring of Scaffolding including Delivery, Erection, Certification, Dismantling and Collection	per day	R 550.00	R 572.00	R 594.00	R 618.00	R 643.00
Other Rates							
B.6.21.	Inclusive call out fee (inclusive of 1 hour labour and transport) per call	per call	R 277.00	R 288.00	R 299.00	R 311.00	R 324.00
B.6.22.	Transportation rates (for remedial maintenance only)	per km	R -	R -	R -	R-	R -
B.6.23.	Inclusive call out fee (inclusive of 1 hour labour)	per call	R 277.00	R 288.00	R 299.00	R 311.00	R 324.00
B.6.24.	Cable installation complete including terminations and labelling	per metre	R 83.00	R 86.00	R 89.00	R 93.00	R 97.00
B.6.25.	Trunking installation complete with bends, corners and matching covers	per metre	R 108.00	R 112.00	R 116.00	R 121.00	R 126.00
B.6.26.	Installation cost of PVC conduit installation complete, with galvanised draw wire, on surface	per metre	R 137.00	R 142.00	R 148.00	R 154.00	R 160.00
B.6.27.	Galvanised conduit installation complete, with galvanised draw wire, on surface	per metre	R 163.00	R 169.00	R 176.00	R 183.00	R 190.00
B.6.28.	Conduit installation complete, with galvanised draw wire, chased in brickwork and made good	per metre	R 336.00	R 349.00	R 363.00	R 377.00	R 393.00

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Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
B.6.29.	Cable installation complete, including terminations and labelling, drawn into wire-ways	per metre	R 83.00	R 86.00	R 89.00	R 93.00	R 97.00

Initials Cit[illegible] [illegible]als

Table B.7. Labour Rates – training for video collaboration systems

This schedule will provide for the capacity to train CCT personnel on the use and maintenance of existing and new **Video Collaboration Systems**. Tenderers are required to respond with the fixed rates per year for the five (5) year duration of the contract for training services. In order to be compliant with the Pricing Instructions**Error! Reference source not found.**, Tenderers must fill in this information for each item.

Fill in the costing tables as provided below.

Item	Description	Unit	Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 rate	Year 5 Rate
Rates / Prices for Training Services							
B.7.1.	Certified Class Room training for CCT First Line support staff	Per candidate per day	R 753.00	R 783.00	R 814.00	R 847.00	R 881.00
B.7.2.	Certified Class Room training for CCT Second Line support staff	Per candidate per day	R 753.00	R 783.00	R 814.00	R 847.00	R 881.00
B.7.3.	User Training – On-site	per day	R 2,260.00	R 2,350.00	R 2,444.00	R 2,542.19	R 2,643.00
B.7.4.	Class Room training for Video Collaboration Backend Support	Per candidate per day	R 1,130.00	R 1,175.00	R 1,222.00	R 1,271.21	R 1,321.00
B.7.5.	Certification Training (Video Collaboration Certificate training)	Per candidate per course	R 753.00	R 783.00	R 814.00	R 847.40	R 881.00

(5) SPECIFICATION(S)

5.1 INTRODUCTION AND BACKGROUND

The City has numerous facilities throughout the Cape Metropolitan Area which require Audio Visual, Video Collaboration and Delegate conferencing systems. The aim is to provide reliable and quality sound reinforcement, video collaboration, and audio visual facilities for council, staff and public who use these facilities. This specification provides for the supply and installation of Audio Visual, Video Collaboration core and end point systems, delegate voice conference systems and associated equipment to meet all the requirements for the City.

The tender is structured to firstly provide very basic visual components in rooms and thereafter add and integrate audio, and if required, video collaboration systems.

Comprehensive video collaboration systems, for venues such as the council chamber, where voting queuing access control and integration of audio, visual and CCTV, may be required at the discretion of the CCT.

All installation work shall be carried out on a turnkey solution basis, at the discretion of the CCT.

5.2 TECHNICAL REQUIREMENTS FOR SCHEDULE A - AUDIO VISUAL SYSTEMS

The Audio Visual Systems currently used in the main are based on Philips and Bosch products. The largest and most complex system is the Bosch DCN system, utilised at the Cape Town Council Chamber.

The aim of this tender is to provide reliable and high quality audio visual equipment and systems for City facilities.

This specification provides for the supply, installation, support and maintenance of Audio Visual systems and associated equipment needed by the City.

5.2.1 Scope For - Audio Visual Systems

There are various sizes of Audio Visual Systems currently in use in the City of Cape Town. These systems are installed in various sized meeting rooms, and board rooms throughout the metropole. The biggest system currently being the Cape Town Civic Centre Council Chamber which could seat up to 250+ delegates and members of the public. This system and equipment consists mostly of a fixed ceiling mounted video projector, a motorised screen or a size related video monitor, related cabling to a desk mounted PSO, audio/video input/output mixer as well as an audio amplifier with wall mounted speakers customised for each room as per the requirement. It must be understood that these systems and items will be procured and supported on an ad hoc basis only and that no commitment to any quantities will be made

This tender should allow for existing systems at the City to be supported; for expansions, upgrades, support maintenance and the supply of any related spares to the existing Delegate collaboration system. Furthermore, this tender should allow for new AV systems to be procured, installed, expanded, upgraded and supported.

This tender also allows the City of Cape Town to procure standalone and/or portable AV systems and equipment should it be required.

Furthermore, this tender provides for the City's technical team to be adequately trained in 1st and 2nd line service support and AV operation.

Technical support of the AV systems and equipment is based on labour and other rates provided in this tender.

5.2.2 Current Audio Visual Systems and Equipment

Tenders 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'. In the case where an equivalent product is proposed the tenderer must ensure that the equivalent product can fully integrate, is fully inter-operable and compatible with the current product set installed at the City. Costs for migration to such equivalent product where applicable will be for the tenderers account.

The City currently uses products from the following OEMs:
For Projectors:

- Epson
- Nec
- Dell
- Sony
- LG
- Samsung
- Sanyo
- BenQ

For Audio Visual switch and integration boxes:

- Kramer

For Audio Processors:

- BLU

For a Centralised Conference Control System:

- Bosch DNC

5.2.3 Technical Specifications of Audio Visual Systems

5.2.3.1 Projectors

Minimum specification for low-end projector

- WUXGA projector – 4000 ANSI Lumens
- 1920 x 1200 resolution
- Connectivity – HDMI, VGA
- Better than 10,000 hours lamp life

Minimum specification for medium range projector

- WUXGA projector – 5000 ANSI Lumens
- 1920 x 1200 resolution
- Connectivity – HDMI, VGA
- Better than 10,000 hours lamp life

Minimum specifications for high-end projector

- WUXGA projector – 10 000 ANSI Lumens
- 1920 x 1200 resolution
- Connectivity – HDMI,
- Better than 10,000 hours lamp life

5.2.3.2 Screens

Minimum requirements:

- Pull down Projection screens for AV Systems
  - Screen dimensions must include range from 1830mm x 1030mm to 2760mm x 1555mm
- Motorized Projection screens for AV Systems

- Screen dimensions must include range from 1830mm x 1030mm to 2760mm x 1555mm

Specifications for Standard Motorised screen

- Wall Switch
- Ceiling and wall mount brackets included
- Operation – 3 position wall switch – UP/OFF/DOWN
- Mechanism – Super quiet European tubular motor. Cable exits on the audience's right
- Electrical installation – hardwired into mains 240V – electrician required
- Easy access to limit settings with snap off front cover
- Supplied with wall and ceiling brackets
- Projection surface is Plana U or equivalent
- High Lay flat quality for screen flatness
- Side tension and radius cut for improved flatness

5.2.3.3 Integration/Switch boxes

Automatic VGA Switcher

Description	Specification Requirements
Inputs	2 computer graphics video with loop on 15–pin HD connectors, 2 unbalanced stereo audio on 3.5mm mini jacks .
Outputs	1 computer graphics video on a 15–pin HD connector, 1 unbalanced stereo audio on a 3.5mm mini jack
Max Output Level	Video: 1.6Vpp Audio: >10.5Vpp
Bandwidth	Video: 300MHz Audio: >100kHz
Diff Gain	0.03%
Diff Phase	0.03Deg
K-Factor	<0.05%
S/N Ratio	Video: 71dB Audio: 71dB weighted
Crosstalk	Video: — 59dB @5MHz Audio: <–66dB @1kHz
Controls	Contact closure remote control, input default selection switch DC
Audio THD + Noise	<0.032%
Audio 2nd Harmonic	<0.004%
Power Consumption	5V DC, 200mA
Included Accessories	Power supply, mounting bracket
Product Dimension	12.00cm x 7.15cm x 2.44cm (4.72" x 2.81" x 0.96") W, D, H
Shipping Dimension	15.70cm x 12.00cm x 8.70cm (6.18" x 4.72" x 3.43") W, D, H
Shipping Weight	0.5kg (1.2lbs) approx.
Product Weight	0.2kg (0.4lbs) approx.

Automatic HDMI Switcher

Description	Specification Requirements
Inputs	1 HDMI on an HDMI connector
Outputs	1 HDBT on an RJ–45 female connector
Ports	1 IR on a 3.5mm mini jack for IR link extension,

	1 RS–232 on a 9–pin D–sub connector for serial link extension and device firmware upgrade
Extension Line	HDBaseT 1.0 compliant Up to 40m (130ft) at 4K @60Hz (4:2:0) Up to 70m (230ft) at full HD (1080p @60Hz 36bpp) Note: When using Kramer HDBaseT cable or equivalent
Video	Up to 10.2Gbps bandwidth (3.4Gbps per graphic channel) Up to 4K UHD @60Hz (4:2:0) 24bpp resolution HDMI 2.0 and HDCP 2.2 signal compliance
Extended RS-232	300 to 115200 baud rate
Control RS-232	115200 baud rate
Power Source	12V DC, 2A
Power Consumption	12V DC, 275mA
Enclosure	DigiTOOLS® size, aluminum type or equivalent
Cooling	Convection ventilation
Operating Temperature	0° to 40°C (32° to 104°F)
Storage Temperature	-40° to +70°C (–40° to 158°F)
Humidity	10% to 90%, RHL non–condensing
Included Accessories	Power supply unit
Product Dimension	12.00cm x 7.15cm x 2.44cm (4.72" x 2.81" x 0.96") W, D, H
Product Weight	0.2kg (0.4lbs) approx.
Shipping Dimension	15.70cm x 12.00cm x 8.70cm (6.18" x 4.72" x 3.43") W, D, H
Shipping Weight	0.7kg (1.6lbs) approx.

HDBT Receiver

Description	Specification Requirements
Inputs	1 HDBT on an RJ–45 female connector
Outputs	1 HDMI on an HDMI connector
Ports	1 IR on a 3.5mm mini jack for IR link extension, 1 RS–232 on a 9–pin D–sub connector for serial link extension and device firmware upgrade
Extension Line	HDBaseT 1.0 compliant Up to 40m (130ft) at 4K @60Hz (4:2:0) Up to 70m (230ft) at full HD (1080p @60Hz 36bpp) Note: When using Kramer HDBaseT cables or equivalent
Video	Up to 10.2Gbps bandwidth (3.4Gbps per graphic channel) Up to 4K UHD @60Hz (4:2:0) 24bpp resolution HDMI 2.0 and HDCP 2.2 signal compliance
Extended RS-232	300 to 115200 baud rate
Control RS-232	115200 baud rate
Power Source	12V DC, 2A
Power Consumption	12V DC, 430mA
Enclosure	DigiTOOLS® size, aluminum type or equivalent
Cooling	Convection ventilation
Operating Temperature	0° to 40°C (32° to 104°F)
Storage Temperature	–40° to +70°C (–40° to 158°F)
Humidity	10% to 90%, RHL non–condensing
Included Accessories	Power supply unit
Product Dimension	12.00cm x 7.15cm x 2.44cm (4.72" x 2.81" x 0.96") W, D, H
Product Weight	0.2kg (0.4lbs) approx.

Shipping Dimension	15.70cm x 12.00cm x 8.70cm (6.18" x 4.72" x 3.43") W, D, H
Shipping Weight	0.7kg (1.6lbs) approx

5.2.3.4 Audio Equipment

Speakers - Both Ceiling mounted and Wall mounted Speakers are required

5.2.3.4.1 Speakers – 150W

- Frequency Range (- 10 dB) : 80 Hz to 16 kHz
- Continuous Power Capacity: 150 Watts
- Sensitivity: 88 dB SPL, 1W, 1m3
- Nominal Impedance: 8 ohms
- Nominal Coverage: 90° x 90°
- LF Driver: 135 mm (5.25 in) Polypropylene coated paper w/WeatherEdge or equivalent
- HF Driver: 19 mm (.75 in) Titanium coated polycarbonate
- Enclosure Material: HIPS (High Impact Polystyrene)
- Overload Protection: Full-Range power limiting to protect network and transducers
- Termination: Spring terminals, accepts banana plug
- Environmental: Conforms to Mil Spec 810 for humidity, salt spray, temperature & UV. IEC 529 IP-X4 splash proof rating.
- Net Weight (ea): 2.3 kg (5 lbs)
- 6 mm x 100 mm hex key
- MTC-25V or equivalent: For vertical columnar orientation of up to 3 loudspeakers
- MTC-25/23H or equivalent: For horizontal splaying of two speakers. Three brackets array up to six loudspeakers in a 360° array.
- MTC-28/25CM or equivalent: Ceiling-mount adapter.
- MTC-25SSG or equivalent: Stainless Steel Grille for harsh environments. Available in
- silver, black (-BK) or white (-WH)
- MTC-25WMG or equivalent: WeatherMax™ Stainless Steel Grille protects against driving precipitation. Available in black or white (-WH)
- MTC-PC2 or equivalent: Input panel cover protects input terminals in outdoor environments

5.2.3.4.2 Speaker – 175W

- Frequency Range (-10 dB) : 60Hz to 16kHz
- Continuous Power Capacity: 175 Watts
- Sensitivity: 92 dB SPL, 1W, 1mgram:
- Directivity Factor (Q): 7.5
- Directivity Index (DI): 8.8
- Nominal Impedance: 8 ohms
- Crossover Frequency: 2.8kHz
- LF Driver: 200mm (8 in) Polypropylene cone w/WeatherEdge or equivalent
- HF Driver: 25mm (1 in) Titanium coated polycarbonate
- Enclosure Material: HIPS (High Impact Polystyrene)
- Overload Protection: Full-Range power limiting to protect network and transducers
- Termination: Spring terminals, accepts banana plug
- Environmental: Conforms to Mil Spec 810 for humidity, salt spray,
- Dimensions (H x W x D): 380 x 280 x 220 mm (15.0 x 11.0 x 8.6 in)
- Net Weight (ea): 5.5kg (12 lbs)
- Included Accessories: Assembly parts
- Optional Accessories:
    - MTC-28V or equivalent: For vertical columnar orientation of up to 3 loudspeakers
    - MTC-28H or equivalent: For horizontal splaying of two speakers. Three brackets array
    - MTC-28/25CM or equivalent: Ceiling-mount adapter.

Amplifiers

5.2.3.4.3 30W Mixer Amplifier

- The 30W Mixer Amplifier shall have a frequency response of 50 – 20,000 Hz and distortion less than 1%.
- The amplifier shall have one balanced 5-P DIN type microphone input, two balanced phone jack microphone inputs and two unbalanced RCA pin jack auxiliary inputs, high and low impedance balanced speaker outputs and unbalanced record outputs.
- The units shall be suitable for small workshops and office environments for announcements and playing of background music.
- The unit shall have phantom power and muting available on microphone 1 for supplying power to condenser microphones.
- The unit shall have wide tone control adjustment range of +/- 10dB for bass and treble.
- Power, signal and peak indicators shall be provided on the front panel.
- The amplifier offered for Item shall be similar or equal to the TOA A-2030CE.
- 2U brackets shall be available similar or equal to TOA A-BRAC-2U-SA to enable the amplifier to be rack mounted.
- The amplifier offered shall be similar or equal to the Bosch TI-30.
- Brackets shall be provided to enable the amplifier to be rack mounted.

5.2.3.4.4 60W Mixer Amplifier

- The 60W Mixer Amplifier shall have a frequency response of 50 – 20,000 Hz and distortion less than 1%.
- The amplifier shall have one balanced 5-P DIN type microphone input, two balanced phone jack microphone inputs and two unbalanced RCA pin jack auxiliary inputs, high and low impedance balanced speaker outputs and unbalanced record outputs.
- The amplifier shall be particularly suited for broadcasting paging and supplying background music in facilities, workshops, depots and large meeting rooms.
- The unit shall have phantom power and muting available on microphone 1 for supplying power to condenser microphones.
- The unit shall have wide tone control adjustment range of +/- 10dB for bass and treble.
- Power, signal and peak indicators shall be provided on the front panel.
- The amplifier offered shall be similar or equal to the TOA A-2060.
- 2U brackets shall be available similar or equal to TOA A-BRAC-2U-SA to enable the amplifier to be rack mounted.

5.2.3.4.5 120W Mixer Amplifiers

- The 120W Mixer Amplifiers shall have a frequency response of 50 – 20,000 Hz and distortion less than 1%.
- The amplifier shall have one balanced 5-P DIN type microphone input, two balanced phone jack microphone inputs and two unbalanced RCA pin jack auxiliary inputs, high and low impedance balanced speaker outputs and unbalanced record outputs.
- The amplifier shall be particularly suited for broadcasting paging and supplying background music in large facilities, workshops, depots and meeting rooms.
- The unit shall have phantom power and muting available on microphone 1 for supplying power to condenser microphones.
- The unit shall have wide tone control adjustment range of +/- 10dB for bass and treble.
- Power, signal and peak indicators shall be provided on the front panel.
- The 120W mixer amplifier offered shall be similar or equal to the TOA A-1812ER.
- 2U brackets shall be available similar or equal to TOA A-BRAC-2U-SA to enable the amplifiers to be rack mounted.

5.2.3.4.6 Mixing Console

- The mixing console shall possess knob compressors for dynamics control and have capability of allowing sound-shaping

- There shall be a pad switch on mono inputs for managing loud sources
- The unit shall be at least USB 2.0 compliant for recording and playback with computers and tablets
- The unit shall have at least 24 editable digital effects
- The unit shall have a metal chassis
- The following minimum specifications apply:

Description	Specification Requirements
Type	Analog
Channels	16
Computer Connectivity	USB (2x2)
Faders	16 Faders
Inputs	8 x XLR/TRS Combo, 2 x XLR, 4 x TRS
Phantom Power	12V
Busses/Groups	4 x Type B
Rack mountable	Yes

5.2.3.4.7 Standard Audio Processor

- BSS Signal Processor with BLU Link BLU100 or equivalent
- The Networked Signal Processor (NSP) shall have a fixed configuration of 12 inputs and 8 outputs, configurable signal processing and a high bandwidth, fault tolerant digital audio bus.
- The NSP shall have an open architecture which is fully configurable through HiQnet™ London Architect or equivalent. The unit shall have a "drag and drop" method of configuration providing a simple and familiar design environment.
- This processor shall have a low latency, fault tolerant digital audio bus of 48 channels which uses standard Category 5e cabling giving a distance of 100m between compatible devices.
- The unit shall be compatible with the existing audio system.
- Analog Inputs shall provide software configurable gain in 6dB steps up to +48dB per channel and software selectable Phantom Power per channel.
- Phantom Power, Signal Present and Clip information per channel shall be easily accessible, without the requirement for a PC, from clear front panel LED indication. A bi-directional locate function shall enable devices to be identified both from and within HiQnet London Architect or equivalent.
- Twelve Control Inputs and 6 Logic Outputs shall be provided to enable allow the unit to be integrated with GPIO compatible devices.
- The unit shall be similar or equal to the BLU Link BLU100 and shall meet or exceed technical specifications.

5.2.3.5 Modular Multi-Media Pop Up Box

Description	Specification Requirements
Colour	Black or silver anodized aluminium
Mount	Mounts flush into table top
Connections	1 VGA, 1 Audio, 1 HDMI, 1 passive USB, and 1 Power
Opening/Closing mechanism	Opens/closes by pressing on top panel
Cable layout	All 2m cables to pass through the underside of the table with male terminated ends
Power cable length	3m
Bezel dimensions	4.6" X 4.9"
Cut-out dimensions	4.2" X 4.5"
Table thickness	0.75" X 2.25"

Depth under table	4.9"
Safety Standard - UL listed	Yes
Mounting	Mounting hardware included
Warranty	Table box: 10 years, Gas spring: 1 year

5.2.3.6 Controllers

AV System Controller

Specification	Description
Contrast Ratio	950
Depth	1.53 in
Height	6.59 in
Width	10.23 in
Lamp Type	Edgelit LED or equivalent
Audio	
Features	Built-in microphone and speakers, Rava SIP Intercom or equivalent, multi-language voice recognition
Audio Feedback Formats	MP3
Power	
Power over Ethernet	• IEEE 802.3at Type 2 compliant PoE+ PD (Powered Device) • Normally requests 15 Watts from an 802.3at Type 2 PSE with LLDP advanced power management • With room scheduling and USB enabled, requests 18 Watts from an 802.3at Type 2 PSE with LLDP • Requests 30 Watts (PoE+ Class 4) from an 802.3at Type 2 PSE without LLDP • Requests 15.4 Watts (PoE Class 0) from an 802.3af (or 802.3at Type 1) PSE • Note: Enabling the USB port requires use of an 802.3at Type 2 PoE+ PSE
Product Weight	1.49 lbs
Colour	Black
Display Size	10.10 in
Display Size	0.84 ft
Brightness (Luminance)	400 Nits
Operating Temperature (Maximum)	113 F
Operating Temperature (Minimum)	32 F
Touch Screen Display	
Color Depth	24-bit, 16.7M colors
Illumination	Edgelit LED or equivalent with auto-brightness control
Viewing Angle	+/-80° horizontal, +/-80° vertical
Touch Screen	Projected capacitive, 5-point multi-touch capable
Memory	
RAM	2GB DDR3L
Storage	Firmware/Application: 4GB Class 10 microSD card
System	4GB eMMC
Maximum Project Size	600MB
Communications	
Ethernet	10/100Mbps, auto-switching, auto-negotiating, auto-discovery, full/half duplex, TCP/IP, UDP/IP, CIP, DHCP, SSL, TLS, SSH, SFTP (SSH File Transfer Protocol), IEEE 802.1X, SNMP, IPv4 or IPv6, Active Directory authentication, HTTPS web browser setup, XiO Cloud client or equivalent,

	IEEE 802.3at compliant
USB	USB 2.0 host for room availability light bar or hallway sign
Bluetooth	Crestron PinPoint proximity detection beacon or equivalent
Construction	
Housing	Plastic, smooth black or white finish, edge-to-edge glass with black or white surround
Mounting	Surface mount over a 2 or 3-gang US electrical box, 2-gang European (DIN 49073) electrical box, or 2-gang UK (BS 4662) electrical box Lectern mount over a 2-1/5" H x 3-3/4" W (56mm H x 96mm W) cut-out 1-3/8" (35mm) minimum mounting depth Additional wall mount, surface mount, rack mount, and table top options available separately
Languages	
Smart Graphics	Arabic, Chinese (Simplified), Chinese (Traditional), Czech, Danish, Dutch, English (UK), English (US), Finnish, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Portuguese (Brazilian), Romanian, Russian, Slovak, Spanish, Swedish, Thai
On-Screen Keyboard	Arabic, Chinese (Simplified), Croatian, Czech, Danish, Dutch, English (UK), English (US), Finnish, French (Canada), French (Switzerland), German, Hebrew, Hungarian, Italian, Japanese, Norwegian Bokmal, Polish, Portuguese, Russian, Serbian, Spanish, Swedish, Turkish
Streaming Decoder	
Video Formats	H.264 (MPEG-4 part 10 AVC), MJPEG
Audio Formats	AAC stereo
Bitrates	Up to 25Mbps (20Mbps maximum recommended)
Streaming Input Resolutions	Up to 1920x1080 at 30fps
Streaming Protocol	RTSP
Streaming Encoder and Camera	
Camera Resolution	5MP
Field of View	50° Horizontal
Video Format	H.264 (MPEG-4 part 10 AVC)
Streaming Output Resolution	1280x720
Streaming Protocol	RTSP, ONVIF discovery
Room Scheduling Support	
Crestron Scheduling App	Crestron Fusion, Microsoft Exchange and Office 365, Google Calendar and G Suite (IBM® Notes® and CollegeNET® 25Live® are also supported through Crestron Fusion On-premises only) or equivalent
Aspect Ratio	16:10
Display Type	LCD
Display Type	TFT
Supported Resolution	WVGA (854x480)
Supported Resolution	WXGA (1280x800)
Touch panel Technology	Projected Capacitive
Other	
Graphics Engine	Crestron Smart Graphics, multi-language web browser, multi-language on-screen keyboard, screensaver, single scalable streaming video window, native Sonos app, native room scheduling application, native Zoom Rooms app, setup and diagnostics via web browser or onscreen UI or equivalent
Connectors	• LAN PoE: (1) 8-pin RJ45 connector, female, with 2 LED indicators • 10Base-T/100Base-TX Ethernet port • PoE+ PD port • Green and yellow LEDs indicate Ethernet port status • USB: (1) USB Type A connector, female • USB 2.0 host port for optional room availability light bar or hallway sign
Buttons	• Hard Keys: (5) Projected capacitive pushbuttons, backlit with auto-

	brightness control, per-button show/hide (backlight enable/disable), pre-labelled with icons for "Power", "Home", "Lights", "Up", and "Down" • Reset: (1) Miniature pushbutton on rear panel for hardware reset

5.2.3.7 Display Monitors

Display	**Screen Type**	TFT (Thin Film Transistor) LCD (Liquid Crystal Display) Panel Anti-Glare coating 58.4 cm visible diagonal (23 inch)
	Pixel Pitch	0.265 mm x 0.265 mm (Pixel Pitch)
Sync Input	**Horizontal Frequency**	30 kHz to 83 kHz (Automatic)
	Vertical Frequency	56Hz to 75Hz (D-SUB) 56Hz to 61Hz (HDMI)
	Input Form	Separate Sync. Digital
Video Input	**Signal Input**	15 pin D-SUB Connector HDMI Connector
	Input Form	RGB Analog (0.7 Vp-p/ 75 ohm), Digital
Resolution	**Max**	D-SUB(Analog) : 1920 x 1080 @ 60 Hz HDMI (Digital) : 1920 x 1080 @ 60 Hz
	Recommend	VESA 1920 x 1080 @ 60 Hz
Plug & Play	DDC 2B(Analog HDMI)	
Power Consumption	On Mode: 21 W(ENERGY STAR® standard)* Sleep Mode ≤ 0.3 W Off Mode ≤ 0.3 W	
Power Input	19 V 1.3 A	

AC-DC Adapter	Type ADS-40SG-19-3 19025G, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPG-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPBR-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPI-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPCU-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPB-2, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type LCAP21, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-A, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-E, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-I, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-B, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type PSAB-L203A, manufactured by LG Innotek Co.,Ltd or equivalent or Type PSAB-L202B, manufactured by LG Innotek Co.,Ltd or equivalent or Type PSAB-L202C, manufactured by LG Innotek Co.,Ltd or equivalent or Type PSAB-L202D, manufactured by LG Innotek Co.,Ltd or equivalent	
	OUTPUT: 19 V 1.3 A	
Dimensions (Width x Height x Depth)	**With Stand**	54.4 cm x 44.0 cm x 18.8 cm
	Without Stand	54.4 cm x 33.2 cm x 6.1 cm
Weight	3.1 kg	
Tilt Range	-3° to 20°	
Environmental conditions	**Operating Temperature** **Operating Humidity**	10°C to 35 °C 10 % to 80 %
	Storage Temperature **Storage Humidity**	-20°C to 60 °C 5 % to 90 % non-Condensing
Stand Base	Detachable	

5.2.3.8 Materials and equipment ancillary to the above

Related materials and equipment including:

- Industry standard and approved cables
- Connectors
- PVC conduit, trunking and related items
- Related cabling including (CAT 6 UTP, HDMI, Mylar, USB, VGA and audio cables)
- Cabling reticulation including cable trays and ladders

5.2.3.9 Conference System Controller for Audio Visual Systems

Description	Specification
CPU	32-bit ARM microprocessor
Processor	Better than 200MIPS
Standard memory	8MB SDRAM and 16MB Flash
Extended memory	at least 32MB
VGA bandwidth	300MHz (-3dB) full load

Description	Specification
AV bandwidth	150MHz (-3dB) full load

5.2.3.10 Central Conference Control System for Delegate Conference Systems

Description	Specification
Fully Programmable	Yes
Embedded architecture	64 bit processor
Minimum Processor speed	600MHz
Programmable RS232, RS485 and RS422 ports	8
Memory	256MB RAM and 1GB Flash
Programmable IR ports	4
Programmable GPIO	8
Programmable digital IO, with protection	8

5.2.4 Requirements for Installation and Commissioning of Audio Visual and Delegate Conference Systems

The City has a requirement for the installation and commissioning of AV systems

Specific requirements are as follows:

- The installation standard shall be similar or better than the existing standard and similar cable trays shall be utilized.
- Prior to installation, the site shall be surveyed and a project plan supplied with each order providing the intended programme and milestones
- The incumbent is required to provide the cabling requirements for the AV systems
- The incumbent will be responsible for their own project management and provide progress updates to the project leader as required
- The installation shall be of an industry recognized standard to the satisfaction of the City's Representative.
- Contractors shall be required to begin and complete an installation before beginning a new installation utilizing the same team.
- All cables shall be properly marked end to end, to enable easy tracing from accurate as-built documentation.
- A detailed schematic diagram of the installation indicating positions, routes and terminations shall be supplied to the CCT as part of the hand over documentation on completion of each new installation and the cost thereof included in the price list.
- Network cables shall be marked end to end and clearly indicated on a schematic diagram created on AutoCAD or Visio. Tenderers shall provide a sample diagram as part of the Bid in Schedule 16C.
- All communication cables shall be twisted pair-screened cabling.
- No rip cord or indoor cable shall be used unless specified by the City's Representative.
- No solid core cable shall be used.
- All wiring that is polarity dependent shall be colour coded.

- All conduits shall be continuous and if EGA trunking is used, all lengths shall be joined by neat 45-degree mitre cuts only.
- The onus shall be on the contractor to ensure that all wire-ways allow for adequate capacity and all cables shall have a minimum of one metre slack, where appropriate.
- All installations, repairs and maintenance shall be of an industry recognized standard, acceptable to the City's Representative and any deviations from expected standards shall be rectified before additional orders are placed.
- The successful contractor will be required to provide quotations for each additional job based on the price schedules, for the duration of the contract period.
- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.
- It is the responsibility of the contractor to do his own quality checks and snagging in order to ensure that the completed works comply with the specification in every respect. On completion of the Works or agreed section of the Works, the contractor shall notify the City's Representative that the Works are ready for inspection. The contractor shall provide adequate notice and facilitate the Works inspection. Should the Works require remedial action, the City's Representative shall issue a snag list for action by the Contractor.
- Thereafter, and upon notification by the contractor of completion of the snagged items, the City's Representative shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the list or those snag items in an agreed section of the Works, shall the Works, or such section of the Works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the Works, or those sections of the Works as defined, shall remain under the contractor's responsibility and be insured by him.
- At hand over of the Works or agreed section of the Works, a relevant valid Certificate of Compliance shall be issued to the City's Representative.
- At hand over of the Works or agreed section of the Works the City's Representative shall be issued with relevant documentation and Operation & Maintenance Manuals for the equipment and installation.

5.2.5 Maintenance of AV Systems

- The successful contractor shall provide the first and second line support and will be required to provide quotations for each job based on the price schedules for the duration of the contract period.
- Overtime shall be paid for work done on the specific prior request of the City's Representative, or for work that can only be carried out after normal working hours, with prior approval of the City's Representative.
- Tenderers shall include in in the detailed and comprehensive price list all necessary components and accessories to achieve a fully functional installation.
- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.
- The City's Representative shall be appraised of all repairs in order to verify and accept the fully functional Works before payment is recommended.

- The first and second line support and faulty equipment replacement shall include all the hardware and software required to maintain fully functional Audio Visual and Delegate Conference Systems, Equipment and Ancillaries

5.2.6 Requirements for Services and Training for Audio Visual and Delegate Conference Systems

The City has the option of obtaining the services of professionals in the Audio Visual field, to do specialised planning and/or installation work. Rates for such services are to be provided in the relevant Price Schedules.

The Tenderer shall provide training for Audio Visual and Delegate Conferencing Systems for End-Users, 1st and 2nd line support staff down to module replacement level. Rates for such services are to be provided in the relevant Price Schedules.

5.2.7 VENUE SPECIFICATIONS FOR AUDIO VISUAL ROOMS AND VENUES

This specification provides details for the supply, installation, commissioning and support of a complete audio visual system in specific rooms within the City. Where the audio visual system required needs to be integrated with existing AV, video collaboration or electronic systems, then a detailed quote for such integration will be required. The venue specification describes the parameters to install new systems where so required.

Note that the configuration described per room size is based on a typically sized meeting room. The final configuration will be determined by the client requirements and environment. The aim of this is to allow a client and the project manager to gauge a typical generic installation and its costs.

Where required the AV system in the room may have to be extended to cater for video conference functionality.

5.2.7.1 MEETING ROOM - SMALL

A **Small** sized boardroom or meeting room is assumed to have a floor area from 12m² to 25m².
The following table indicate the likely components for an installation of a audio visual system in a small meeting room.

Description of Items	**Quantity**
1830mm x 1030mm pull down projector screen with screen ceiling box	1
4000 ANSI Lumen WUXGA Projector	1
Projector Ceiling Mount bracket (including any bracket extension)	1
Modular Multi-Media Box (wall mounted) including the following modules	1
• Pass through module	2
• HDMI Module	1
• VGA Module	1
• Audio-in Module	1
• 220V Power Socket	1
• Blank Module	1

Description of Items	Quantity
• USB Charger	1
Interconnecting cables including the following:	
• USB Cable (7.6m)	1
• HDMI Cable (7.6m High Speed)	1
• VGA Cable (7.6m)	1
• Audio Cable (7.6m)	2
Wall mounted presentation speakers 150W	2
30W Amplifier Mixer with a minimum of 4 channels	1
Sundry materials including cables, materials, connectors (as required)	

5.2.7.2 MEETING ROOM - MEDIUM

A **Medium to Large** sized boardroom or meeting room is assumed to have a floor area from 26m² to 50m².

The following table indicate the likely components for an installation of a audio visual system in a medium meeting room.

Description of Items	Quantity
2210mm x 1245mm standard motorised projector screen with screen ceiling box	1
4000 ANSI Lumen WUXGA Projector	1
Projector Ceiling Mount bracket (including any bracket extension)	1
Wireless Touchscreen controller (5.7inch)	1
Control Processor and Gateway	1
Modular Multi-Media Pop Up Box Desk top flush mounted including the following modules	2
• Pass through module	2
• HDMI Module	1
• VGA Module	1
• Audio-in Module	1
• 220V Power Socket	1

Description of Items	Quantity
• Blank Module	1
• USB Charger	1
Interconnecting cables including the following:	
• USB Cable (12m)	1
• HDMI Cable (12m High Speed)	1
• VGA Cable (12m)	1
• Audio Cable (12m)	1
• Cables, materials, connectors (as required)	
Wall mounted presentation speakers (Powered speakers if Amplifier not supplied)	2
60W Amplifier Mixer with a minimum of 4 channels	1

5.2.7.3 MEETING ROOM - LARGE

A **Large** sized boardroom or meeting room is assumed to have a floor area from 51 m² to 100m².

The following table indicate the likely components for an installation of an audio visual system in a large meeting room.

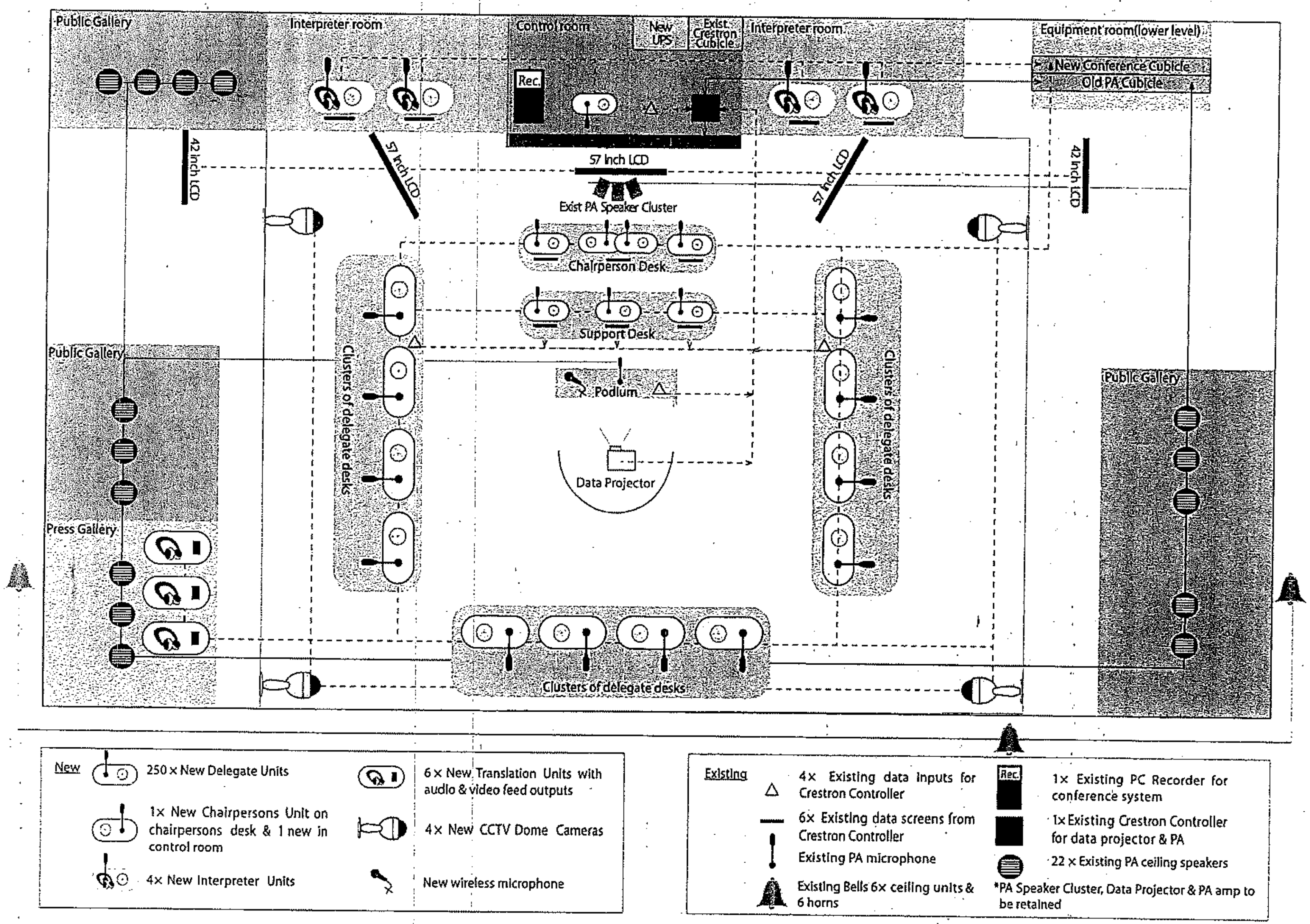
Description of Items	Quantity
2760mm x 1555mm standard motorised projector screen with screen ceiling box	1
5000 ANSI Lumen WUXGA Projector	1
Projector Ceiling Mount bracket (including any bracket extension)	1
Wireless Touchscreen controller (5.7inch)	1
Control Processor and Gateway	1
Modular Multi-Media Pop Up Box Desk top flush mounted including the following modules	2
• Pass through module	2
• HDMI Module	1
• VGA Module	1
• Audio-in Module	1
• 220V Power Socket	1

Description of Items	Quantity
• Blank Module	1
• USB Charger	1
AV switch and integration box	1
Interconnecting cables including the following:	
• USB Cable (18m)	1
• HDMI Cable (18m High Speed)	1
• VGA Cable (18m)	1
• Audio Cable (18m)	1
• Cables, materials, connectors (as required)	
Wall mounted presentation speakers (Powered speakers if Amplifier not supplied)	2
120W Amplifier Mixer with a minimum of 4 channels	1

5.2.7.4 COUNCIL CHAMBERS

The current AV system installed in the council chambers is the Bosch DCN Next Generation conference system.

- The Council Chamber comprises seating for up to 260 councillors and officials as depicted below; additional positions to be installed in the future. In most seating positions the existing system shares a single delegate unit. This may be changed to a delegate unit to be installed for each delegate.
- Tenderers shall have the necessary safety equipment and experience to work on the Conference System and equipment at heights greater than 8m. This requires the erection of light weight scaffolding within the council chamber.



Public Gallery
Interpreter room
Control room
New UPS
Exist. Crestron Cubicle
Interpreter room
Equipment room (lower level)
4 New Conference Cubicle
Old PA Cubicle
Rec.
42 Inch LCD
57 Inch LCD
57 Inch LCD
57 Inch LCD
42 Inch LCD
Exist PA Speaker Cluster
Chairperson Desk
Support Desk
Podium
Data Projector
Clusters of delegate desks
Clusters of delegate desks
Clusters of delegate desks
Public Gallery
Public Gallery
Press Gallery
New
250 × New Delegate Units
1× New Chairpersons Unit on chairpersons desk & 1 new in control room
4× New Interpreter Units
6 × New Translation Units with audio & video feed outputs
4 × New CCTV Dome Cameras
New wireless microphone
Existing
4× Existing data inputs for Crestron Controller
6× Existing data screens from Crestron Controller
Existing PA microphone
Existing Bells 6× ceiling units & 6 horns
1× Existing PC Recorder for conference system
1× Existing Crestron Controller for data projector & PA
22 × Existing PA ceiling speakers
*PA Speaker Cluster, Data Projector & PA amp to be retained

5.2.8 SUPPLEMENTARY INFORMATION

- Tenderers shall submit with their tenders, full specifications brochures and particulars as well as diagrams and drawings in respect of all equipment offered. This information must be provided in SCHEDULE16A
- A tender response may be considered "non-responsive" and may not be considered unless sufficient technical and operating data is submitted to enable the merits of the equipment offered to be compared and confirmed to comply with the technical requirements of this tender.
- Tenderers shall supply an operating booklet with each unit offered providing as a minimum a guide to all the features and operation.
- The successful tenderer shall on delivery provide a technical service manual, pertinent to each of the models offered. The service manual must also support all the functionality of the equipment offered. An original colour copy will be required.

5.2.9 INSPECT, DEMONSTRATION AND TESTING OF EQUIPMENT

- The Tenderer shall be able to demonstrate a unit of the same type offered if required to by the City of Cape Town. The unit shall be of the same type and software version in all respects of the equipment offered. The unit may be inspected by the City of Cape Town and be subjected to such tests, as the City of Cape Town may deem necessary.
- Should the unit not meet the specifications as set out in this tender, then item offered in the tender may not be considered for award.

5.2.10 SPARES AND MAINTENANCE

- Tenderers shall ensure that an adequate supply of spares are readily available for at least 5 years.

5.2.11 TOOLS

- Equipment supplied shall include any special tools needed for affecting routine adjustments, tuning and general maintenance of the equipment offered including connecting or interface cables with associated plugs and sockets needed for effecting routine adjustments and general 1st and 2nd line maintenance of the equipment offered. At least one set shall be supplied.

5.2.12 SOFTWARE

- Where applicable, at least one set of programming and diagnostic software shall be provided together with all the necessary interface hardware for the unit to enable it to be programmed and tested by the Council staff.
- The price of all operating software and, where applicable, software licenses shall be included in the tender price.

5.2.13 TRAINING

The tenderer shall be able to provide the following training in Cape Town:

- Certified training for CCT technical staff for 1st and 2nd line equipment and network support of Delegate Conference Network system; training to enable technicians to undertake their own maintenance, trouble shooting and repair/replacement down to system module level.
- Operator training for CCT staff for general meetings training shall include training of staff on all operational features of the unit to enable them to provide training to other users. (train-the-trainer).

The City shall provide the venue of the training session. Training materials shall be provided by the tenderer. Staff must be certified upon completion of the course to prevent any warranty / guarantee issues over the term.

5.3 TECHNICAL REQUIREMENTS FOR SCHEDULE B - VIDEO COLLABORATION SYSTEMS

5.3.1 Scope for – Video Collaboration Systems

The City has various sizes of boardrooms that might require Video Collaboration Systems. The Video collaboration system will be implemented as an addition to an already implemented Audio Visual System. We will require the implementer of the Video Collaboration System to understand and able to interpret Audio Visual system designs to advise on the most appropriate Video Collaboration System in a boardroom.

5.3.2 Current Video Collaboration Systems and Equipment

Tenders 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. In the case where an equivalent product is proposed the tenderer ensure the equivalent product can fully integrate, is fully inter-operable and compatible with the current product set installed at the City. Costs for migration to such equivalent product where applicable will be for the tenderers account.

The Video collaboration systems (Core and Endpoints) used are based on Polycom products. Please note, the City has over the years invested in the Polycom Clariti Infrastructure, where it is envisaged this existing core infrastructure will not immediately be changed, however, the City will evaluate other Video Collaboration Bridging Technologies when considering replacing the existing once it has reached end-of-life

Existing System

Video Collaboration core platform infrastructure/bridge

- The existing core platform/bridge implement in the City is Polycom Bridge where it is envisaged that this core will be further expanded, upgraded and maintained.

Video Collaboration Endpoints

The following exists:

- Existing Video Endpoint for Large Boardrooms
  - Polycom HDX 8000
  - Polycom HDX 8000 Eagle Eye Director
  - Polycom RealPresence Group Series 500
  - Polycom RealPresence GroupSeries 500 Eagle Eye Director
- Existing Video Endpoint for Medium Boardrooms
  - Polycom RealPresence Group Series 500
- Existing Video Endpoint for Small boardrooms
  - Polycom RealPresence Debut
  - Polycom RealPresence Group Series 310

5.3.3 Technical Specifications for Video Collaboration Systems

Technical specifications and functionality requirements for the City's video collaboration systems include:

- The current endpoints are all Polycom units, however the City is open to evaluate equivalent and/or similar endpoints. These alternative endpoints are to be fully interoperable with the existing systems and shall comply to the following:
  - Native integration with Broadsoft or equivalent
  - Native integration with Polycom Clariti Stack (RealPresence Collaboration Server (Bridge), DMA

7000, RealPresence Resource Manager, Media Suite) or equivalent
- Native integration with Skype for Business 2015 or above or equivalent

Where native means no additional physical devices to enable integration.

- The Video Collaboration systems and equipment offered shall be systems or equipment with the equivalent or better technical and functionality than the existing systems or equipment.
- The equipment offered must be able to fully integrate with existing systems.
- Any additional features on equipment offered (over and above those specified) shall be fully specified, noting any aspect of proprietary functionality.
- A number of different types of equipment and room sizes have been specified.

Technical and functional specifications

New Video Collaboration CORE Platform Infrastructure/Bridge

The following specifications and functional requirements apply:

- On-premise Video Collaboration CORE Bridge or equivalent
- Cloud-based Video Conference Bridge solution
- Cloud-Based Video Collaboration Virtual Room solution or equivalent with multi-tenancy participants/connections, skype and ISDN (PSTN). Unlimited Usage per year
- The proposed solution must offer both Bridge and Endpoints Technologies or equivalent.
- Core VC Solution can connect to both ISDN and SIP;

New Video Collaboration Endpoints

The following specifications and functional requirements are to be met:

- It shall be able to integrate with Broadsoft PBX or equivalent
- It shall be able to integrate with Polycom Clariti Stack or equivalent
- It shall be able to integrate with Skype for Business 2015 or above or equivalent
- It supports H.323 and SIP
- It supports both IPv4 and IPv6
- It supports 720p, 1080p, 4CIF and CIF video
- It can deliver content-sharing in a video stream via the Polycom Bridge or equivalent;
- It can deliver content-sharing in a video stream via the Skype for Business MCU or equivalent
- It offers:
  - HDMI
  - DVI
  - 3G-SDI
  - XLR
  - RJ11

- The unit offers secure signalling encryption using either H,323, TLS or combination thereof.

- New Video Endpoint for Small boardrooms can connect up to 2 Display units;

Video Collaboration Touch Panel

The following specifications and functional requirements exists:

- Touch panel either wired or wireless;
- New Video Endpoints can integrate with existing Crestron Room Control System or equivalent.

Desk Video Collaboration Endpoint System (incl. Codec).

The following specifications and functional requirements exists:

- The unit should be completely integrated with Codec,
- Camera with minimum 720p HD resolution;
- Minimum 35cm, 16:9 display;
- Integrated sound system;
- Minimum 1 HDMI input
- The unit is compact enough to fit on a desk.
- Should have integrated software and connect to either Skype for Business 2015 or above, or the existing Polycom Core solution, or equivalent.

Personal Device and Desktop Video Collaboration Applications

The following specifications and functional requirements exists:

- Solution has both a mobile and desktop application to allow external stakeholders to connect via SIP or H323 using its system proprietary software solution.
- Solution's accompanied software can be provisioned with username, password and expiration period;
- Application should be able to connect to a video collaboration backend;

Mobile Video Device – for use in Medical, Construction, Field Staff and Emergency fields as examples

The following specifications and functional requirements exists:

- Solution is manufactured with rubberised protection for specific use for disaster/emergency situations;
- Solution is fitted with harness and are mounted to the harness or on released to be carried in the hands;
- Solution is complete with microphone and camera and imbedded codec;
- Solution can connect via 3G/LTE or Wi-Fi to existing Polycom or equivalent back-end infrastructure

Digital Signage & IPTV

The following specifications and functional requirements exists:

- Your proposed is Enterprise Ready and can connect multiple display units over more than 200 networked locations.

- Solution has a centralised management console;
- Offer the ability to segment content per service area;
- Ability to broadcast the same message on all display at once

Electronic Room Automation and Booking System

The following specifications and functional requirements exists:

- Your proposed solution can integrate with existing Crestron Room Control system or equivalent;
- Your proposed solution can be integrated with Microsoft Active Directory or equivalent; and
- Your proposed solution is ready to integrate with Microsoft Exchange 2013 or above or equivalent.

Endpoint Management System

The following specifications and functional requirements exists:

- The proposed solution can be monitored using SNMP; and
- Solution have predefined "MIPS" and can be integrated with CA Spectrum monitoring solution or equivalent.

5.3.4 Requirements for Installation and Commissioning of Video Collaboration Systems

A Video Collaboration Solution will only be implemented in a boardroom with existing AV Systems. A Video Collaboration Endpoint System will comprise of the following components as a minimum:

- At least 4 x Zoom Camera;
- Video conference codec;
- Min of 1 HDMI Input;
- Min of 1 HDMI Output;
- Min of 1 x VGA Input;
- Min of 1 x VGA Output;
- Min 1 x Micro phone input;
- Min 1 x speak output
- Min of 1 extra Camera input;
- SIP Protocol;
- H.323 Protocol
- Minimum of IP v4

The City has a requirement for the installation and commissioning of VC systems

Specific requirements are as follows:

- The installation standard shall be similar or better than the existing standard and similar cable trays shall be utilized.
- Prior to installation, the City may require that the site shall be surveyed and a project plan supplied with each order providing the intended programme and milestones
- The incumbent is required to provide the cabling requirements for the VC systems
- The incumbent will be responsible for their own project management and provide progress updates to the project leader as required

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

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

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

- A detailed schematic diagram of the installation indicating positions, routes and terminations shall be supplied to the CCT as part of the hand over documentation on completion of each new installation and the cost thereof included in the price list.

- Network cables shall be marked end to end and clearly indicated on a schematic diagram created on AutoCAD or Visio. Tenderers shall provide a sample diagram as part of the Bid in Schedule 16C.

- All communication cables shall be twisted pair-screened cabling.

- No rip cord or indoor cable shall be used unless specified by the City's Representative.

- No solid core cable shall be used.

- All wiring that is polarity dependent shall be colour coded.

- All conduits shall be continuous and if EGA trunking is used, all lengths shall be joined by neat 45-degree mitre cuts only.

- The onus shall be on the contractor to ensure that all wire-ways allow for adequate capacity and all cables shall have a minimum of one metre slack, where appropriate.

- All installations, repairs and maintenance shall be of an industry recognized standard, acceptable to the City's Representative and any deviations from expected standards shall be rectified before additional orders are placed.

- The successful contractor will be required to provide quotations for each additional job based on the price schedules, for the duration of the contract period.

- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.

- It is the responsibility of the contractor to do his own quality checks and snagging in order to ensure that the completed works comply with the specification in every respect. On completion of the Works or agreed section of the Works, the contractor shall notify the City's Representative that the Works are ready for inspection. The contractor shall provide adequate notice and facilitate the Works inspection. Should the Works require remedial action, the City's Representative shall issue a snag list for action by the Contractor.

- Thereafter, and upon notification by the contractor of completion of the snagged items, the City's Representative shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the list or those snag items in an agreed section of the Works, shall the Works, or such section of the Works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the Works, or those sections of the Works as defined, shall remain under the contractor's responsibility and be insured by him.

- At hand over of the Works or agreed section of the Works, a relevant valid Certificate of Compliance shall be issued to the City's Representative.

- At hand over of the Works or agreed section of the Works the City's Representative shall be issued with relevant documentation and Operation & Maintenance Manuals for the equipment and installation.

5.3.5 Maintenance of VC Systems

- The successful contractor shall provide the first and second line support, at the CCT's discretion and will be required to provide quotations for each job based on the price schedules for the duration of the contract period.

- Overtime shall be paid for work done on the specific prior request of the City's Representative, or for work that can only be carried out after normal working hours, with prior approval of the City's Representative.

- Tenderers shall include in in the detailed and comprehensive price list all necessary components and accessories to achieve a fully functional installation.

- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.

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

- The first and second line support and faulty equipment replacement shall include all the hardware and software required to maintain fully functional Video Collaboration Systems, Equipment and Ancillaries

5.3.6 Requirements for Services and Training for Video Collaboration Systems

- End-user Training – assist in the provisioning of guides to assist end-user in operating a VC System. Assist the City in end-user adoption initiatives.
- First and Second Level Support on Endpoints – Provide training to the City's support engineers on troubleshooting video endpoints. This includes:
  - Camera setup;
  - Camera resolution adjustments;
  - Line speed adjustments;
  - Call setup; Inviting more people (internal and external) to a call; etc.
- Backend Support Training – Training of Backend Support Engineers; These include:
  - Video Collaboration Core/Bridge Setup and Maintenance training;
  - Video Collaboration Core/Bridge integration

5.3.7 VENUE SPECIFICATIONS FOR VIDEO COLLABORATION ROOMS AND VENUES

This specification provides details for the supply, installation, commissioning and support of a complete audio visual system in specific rooms within the City. Where the audio visual required needs to be integrated with existing AV, video collaboration or electronic systems, then a detailed quote for such integration will be required. The venue specification describes the parameters to install new systems where so required.

Note that the configuration described per room size is based on a typically sized meeting room. The final configuration will be determined by the client requirements and environment. The aim of this is to allow a client and the project manager to gauge a typical generic installation and its costs.

5.3.7.1 MEETING ROOM - SMALL

A **Small** sized boardroom or meeting room is assumed to have a floor area from 12m² to 25m².

The following table indicate the likely components for an installation of a video collaboration system in a small meeting room. The Video collaboration system will be implemented as an addition to an already implemented Audio Visual System.

Description of Items	Quantity
Minimum 4 x Zoom 1080p Video collaboration camera	1
Video conference codec, must be able to display over two screens in 1080p or higher	1
Microphones	1

5.3.7.2 MEETING ROOM - MEDIUM

A **Medium to Large** sized boardroom or meeting room is assumed to have a floor area from 26m² to 50m².

The following table indicate the likely components for an installation of a video collaboration system in a medium meeting room. The Video collaboration system will be implemented as an addition to an already implemented Audio Visual System.

Description of Items	Quantity
Minimum 4 x Zoom1080p Video collaboration camera	1
Video conference codec, must be able to display over two screens in 1080p or higher	1
Microphones	2

5.3.7.3 MEETING ROOM - LARGE

A **Large** sized boardroom or meeting room is assumed to have a floor area from 51 m² to 100m².

The following table indicate the likely components for an installation of a video collaboration system in a large meeting room. The Video conference system will be implemented as an addition to an already implemented Audio Visual System

Description of Items	Quantity
Minimum 12 x Zoom 1080p Video collaboration camera	1
Video conference codec, must be able to display over two screens in 1080p or higher	1

Description of Items	Quantity
Microphones	4

5.4 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".

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

5.5 EMPLOYMENT OF SECURITY PERSONNEL

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

5.6 FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report **(Annex 3)**.
b) B-BBEE Sub-Contract Expenditure Report **(Annex 4)**.
c) Joint Venture Expenditure Report **(Annex 5)**.

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

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

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

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

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

(6) CONDITIONS OF TENDER

6.1 General

6.1.1 Actions

6.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the CCT's Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it.

6.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

6.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

6.1.2 Interpretation

6.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

6.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

6.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

6.1.4 The CCT's right to accept or reject any tender offer

6.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(b) funds are no longer available to cover the total envisaged expenditure; or
(c) no acceptable tenders are received; or
(d) there is a material irregularity in the tender process.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

6.1.5 Procurement procedures

6.1.5.1 General
Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

6.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

6.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

6.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

6.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

6.1.6.1 Disputes, objections, complaints and queries
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

6.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

6.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

The City Manager

Via hand delivery at:

Via post a

Via fax a

Via email at

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

The City Manager

Via hand delivery at:

Via post at:

Via fax at

Via email at

6.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

6.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **https://secure.csd.gov.za.**

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

6.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

6.2.1.1.1 Submit a tender offer
Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures
Only those tenders that are compliant with the requirements below will be declared responsive:

a) Full name of tendering entity to be provided;
b) Identification number or company or other registration number to be provided;
c) Tax reference number to be provided;
d) VAT registration number (if any) to be provided;
e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
f) A copy of the partnership / joint venture / consortium agreement to be provided.
g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
h) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
k) The tenderer's tax matters with SARS are in order;
l) The tenderer is not an advisor or consultant contracted with the CCT,
m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.
n) Supply all returnable documents as requested in Schedule 16.

Compulsory clarification meeting and other Mandatory requirements

6.2.1.1.3.1 Compulsory clarification meeting
A compulsory clarification meeting or briefing session applies to this tender. Tenderers shall attend this briefing session to ensure tender responses submitted are responsive and can be considered for evaluation. Please refer to (1) GENERAL TENDER INFORMATION for details about the compulsory tender briefing session.

6.2.1.1.3.2 Mandatory requirements

6.2.1.1.3.2.1 Evidence of after sales support of Audio Visual Systems (provide evidence in Schedule 16F)
Tenderers shall provide confirmation, in writing from each OEM, parent company or distributor, on the OEM, parent company or distributor's stationary, clearly stating that they approve and authorise the Tenderer's support of their systems, equipment and ancillaries as well as an undertaking from the OEM or parent company or distributor for the Tenderer to provide after sales support for both hardware and software for their systems, equipment and ancillaries, if required by the Tenderer or on request from the CCT.

6.2.1.1.3.2.2 Evidence of after sales support of Delegate Conference Systems (provide evidence in Schedule 16G)

Tenderers shall provide confirmation, in writing from each OEM, parent company or distributor, on the OEM, parent company or distributor's stationary, clearly stating that they approve and authorise the Tenderer's support of their systems, equipment and ancillaries as well as an undertaking from the OEM or parent company or distributor for the Tenderer to provide after sales support for both hardware and software for their systems, equipment and ancillaries, if required by the Tenderer or on request from the CCT

6.2.1.1.3.2.3 Evidence of after sales support of Video Collaboration Systems (provide evidence in Schedule 16H)

Tenderers shall provide confirmation, in writing from each OEM, parent company or distributor, on the OEM, parent company or distributor's stationary, clearly stating that they approve and authorise the Tenderer's support of their systems, equipment and ancillaries as well as an undertaking from the OEM or parent company or distributor for the Tenderer to provide after sales support for both hardware and software for their systems, equipment and ancillaries, if required by the Tenderer or on request from the CCT.

6.2.1.1.4 Functionality Requirements and Scoring

6.2.1.1.4.1 Functionality Requirements and Scoring for Audio Visual Systems (Schedule A)

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive for Schedule A.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

An Enterprise Client is defined as one having 3 or more meeting rooms that have Audio Visual systems for meetings and presentations at a particular facility.

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – AUDIO VISUAL SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.1.1	**Call Centre or Helpdesk** Please state if you have a business hours call centre/helpdesk or 24hr call centre/helpdesk. Please provide the Call Centre Number. **Please respond to functional requirement in Schedule 16D Call Centre or Helpdesk**	• No Call Centre or Helpdesk service • Call Centre/Helpdesk service in business hours only • Call Centre / Helpdesk 24 x 7 hour service	0 points 5 points 15 points	15 Points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – AUDIO VISUAL SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.1.2	**Experience in implementing Audio Visual Systems** Please provide the number of verifiable Enterprise clients, the tenderer has implemented Audio Visual Systems for in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please provide details of Enterprise clients in Schedule 16D**	• 0 Enterprise clients • 1 Enterprise clients • 2 Enterprise clients • 3 or more Enterprise clients	0 points 5 points 10 points 15 points	15 Points
6.2.1.1.4.1.3	**Experience in supporting and maintaining Central Conference Systems** Please provide the number of verifiable Enterprise clients the tenderer has implemented Central Conference solutions for in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please provide details of Enterprise clients in Schedule 16D**	• 0 Enterprise clients • 1 Enterprise clients • 2 Enterprise clients • 3 or more Enterprise clients	0 points 5 points 10 points 15 points	15 Points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – AUDIO VISUAL SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.1.4	**Company Resources – Engineering or Technical Support for Delegate Conference System** Please provide the number of certified Engineers with 3 years of relevant experience or certified Technical staff each with at least 5 years of relevant experience in the Delegate Conference Systems environment by providing an organogram indicating staff and transport, CVs and relevant certificates of competency. **Please respond to this functional requirement in Schedule 16D**	• No Engineer or Technical Person • 1 x Engineer or 1 x Technical staff • 1 x Engineer and 1 x Technical staff • 1 x Engineer and 2 x Technical staff • 1 x Engineer and 3 x Technical staff • 1 or more Engineers and 5 or more Technical staff	0 points 3 points 6 points 9 points 12 points 15 points	15 points
6.2.1.1.4.1.5	**Company Resources – Engineering or Technical Support for Audio Visual Systems** Please provide the number of certified Engineers with 3 years of relevant experience or certified Technical staff each with at least 5 years of relevant experience in Audio Visual Systems environment by providing an organogram indicating staff and transport, CVs and relevant certificates of competency. **Please respond to this functional requirement in Schedule 16D**	• No Engineer or Technical Person • 1 x Engineer or 1 x Technical staff • 1 x Engineer and 1 x Technical staff • 1 x Engineer and 2 x Technical staff • 1 x Engineer and 3 x Technical staff • 1 or more Engineers and 5 or more Technical staff	0 points 3 points 6 points 9 points 12 points 15 points	15 points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – AUDIO VISUAL SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.1.6	**Training** Please provide the number of verifiable Enterprise clients that you have provided Audio Visual Systems and Delegate Conference Systems training to, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please respond to this functional requirement in Schedule 16D**	• 0 Enterprise clients • 1 Enterprise clients • 2 Enterprise clients • 3 or more Enterprise clients	0 points 5 points 10 points 15 points	15 Points
6.2.1.1.4.1.7	**Credible Company** Please provide the number of years the tenderer has been actively providing services for Audio Visual Systems and Delegate Conference Systems as well as a list of verifiable Enterprise Clients that you have provided Audio Visual and Delegate Conference Systems to in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please respond to this functional requirement in Schedule 16D**	• < 1 year – 0 points • ≥ 1 and ≤ 2 years • > 2 and ≤ 4 years • > 4 and ≤ 8 years • > 8 and ≤ 15 years • > 15 years	0 points 2 points 4 points 6 points 8 points 10 points	10 points
Total				100

The minimum qualifying score for functionality is **60** points of a maximum of **100** points.

No tender will be regarded as responsive if it fails to achieve the minimum qualifying score for functionality.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

1.1.1.1.1.2 Functionality Requirements and Scoring for Video Collaboration Systems (Schedule B)

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive for Schedule B.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

An Enterprise Client is defined as one having 3 or more meeting rooms with Video Collaboration Endpoints and that have a Video a Collaboration Bridge installed at a particular facility.

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – VIDEO COLLABORATION SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.2.1	**Call Centre or Helpdesk** Please state if you have a business hours call centre/helpdesk or 24hr call centre/helpdesk. Please provide the Call Centre Number. **Please respond to functional requirement in Schedule 16E Call Centre or Helpdesk**	• No Call Centre or Helpdesk service • Call Centre/Helpdesk service in business hours only • Call Centre / Helpdesk 24 x 7 hour service	0 points 5 points 15 points	15 points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – VIDEO COLLABORATION SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.2.2	**Experience in implementing Video Collaboration Systems** Please provide the number of verifiable Enterprise clients the tenderer has implemented Video Collaboration Systems for in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please provide details of Enterprise clients in Schedule 16E**	• 0 Enterprise clients • 1 Enterprise clients • 2 Enterprise clients • 3 or more Enterprise clients	0 points 5 points 10 points 15 points	15 points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – VIDEO COLLABORATION SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.2.3	**Experience in supporting and maintaining Video Collaboration Systems** Please provide the number of verifiable Enterprise clients the tenderer has implemented Central Conference solutions for in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please provide details of Enterprise clients in Schedule 16E**	• 0 Enterprise clients • 1 Enterprise clients • 2 Enterprise clients • 3 or more Enterprise clients	0 points 5 points 10 points 15 points	15 Points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – VIDEO COLLABORATION SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.2.4	**Credible Company** Please provide the number of years the tenderer has been actively providing services for Audio Visual Systems and Delegate Conference Systems as well as a list of verifiable Enterprise Clients that you have provided Audio Visual and Delegate Conference Systems to in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please respond to this functional requirement in Schedule 16E**	• < 1 year • ≥ 1 and ≤ 2 years • > 2 and ≤ 4 years • > 4 and ≤ 8 years • > 8 and ≤ 15 years • > 15 years	0 points 3 points 6 points 9 points 12 points 15 points	15 points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – VIDEO COLLABORATION SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.2.5	**Company Resources – Engineering or Technical Support for Video Collaboration Systems** Please provide the number of certified Engineers with 3 years of relevant experience or certified Technical staff each with at least 5 years of relevant experience in Audio Visual Systems environment by providing an organogram indicating staff and transport, CVs and relevant certificates of competency. **Please respond to this functional requirement in Schedule 16E**	• No Engineer or Technical Person • 1 x Engineer or 1 x Technical staff • 1 x Engineer and 1 x Technical staff • 1 x Engineer and 2 x Technical staff • 1 x Engineer and 3 x Technical staff • 1 or more Engineers and 5 or more Technical staff	0 points 3 points 6 points 9 points 12 points 15 points	15 points
6.2.1.1.4.2.6	**Training** Please provide the number of verifiable Enterprise clients that you have provided Video Collaboration Systems training to in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee. **Please respond to this functional requirement in Schedule 16E**	• 0 Enterprise clients • 1 Enterprise clients • 2 Enterprise clients • 3 or more Enterprise clients	0 points 5 points 10 points 15 points	15 points

SCORING TABLE ON FUNCTIONAL REQUIREMENTS – VIDEO COLLABORATION SYSTEMS				
Item	**Evaluation Criteria**	**Applicable values/points**	**Points**	**Maximum Points**
6.2.1.1.4.2.7	**Video Collaboration Systems: Contract Value** Please indicate the value of contracts, current or completed, in the last three years, by providing a table of project names, a description of the project, Client Referee contact details and verifiable contract values. **Please respond to functional requirement in Schedule 16E**	• < R0.5M • ≥ 0.5M and ≤ R1M • > R1M and ≤ R2M • > R2M and ≤ R3M • > R3M and ≤ R4M • >R4M	0 points 2 points 4 points 6 points 8 points 10 points	10 points
Total				100

The minimum qualifying score for functionality is **60** points of a maximum of **100** points.

No tender will be regarded as responsive if it fails to achieve the minimum qualifying score for functionality.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

1.1.1.1.2 Local production and content

It is the responsibility of the Tenderer to verify the applicability of Local Content requirements for Cabling and Accessories. The tenderers response to this section 1.1.1.1.2 on Local Content Local production and content as well as related Schedule 11: Local Content Declaration / Annexure C of the tender is compulsory where Local Content applies.

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to comply with the designated sector requirements for local content will result in a bid been disqualified.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

The stipulated minimum threshold percentages for local production and content for the **Electrical and Telecommunications Cables sector** ("the designated sector") is **90%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

Only tenders with locally produced or locally manufactured **Electrical and Telecommunications Cables** from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.
A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the **Electrical and Telecommunications Cables sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number and fax . the Director: Fleet Procurement, Ms at telephone number ' and e-mail @thedti.gov.za, or the DTI Contact Centre no

1.1.1.1.3 Pre-qualification criteria for preferential procurement –

NOT APPLICABLE TO THIS TENDER

3.1.1 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

3.1.1 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

6.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

6.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

6.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

6.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

6.2.9 Pricing the tender offer

6.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

6.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

6.2.11 Alternative tender offers

6.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

6.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

6.2.12 Submitting a tender offer

6.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

6.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

6.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

6.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

6.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information.

6.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

6.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

6.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

6.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

6.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

6.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

6.2.14 Closing time

6.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender information prior to the closing time stated on the front page of the tender document.

6.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

6.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

6.2.15 Tender offer validity and withdrawal of tenders

6.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

6.2.15.2 Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CCT at any time after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CCT.

6.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

3) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

6.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

6.2.17 Provide other material

6.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

6.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million:**

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;

b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

6.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

6.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

6.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation
In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

6.2.19.2 Evidence of tax compliance
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

6.2.19.3 Performance Level Agreements
Tenderers shall provide a written undertaking that they have and will continue to have sufficient technical and administrative resources to meet the CCT requirements in terms of the Performance Level Agreements of Annexure 7 and the Fault Severity Classifications of Annexure 8. Tenderers are referred to Section 21 – Delays in the Supplier's Performance and Section 22 – Penalties of the Special Conditions of Contract, on a 24/7/365 basis.

The CCT's Representative reserves the right to visit the premises and workshops of the Tenderer, to confirm that adequate facilities and resources are available.

6.2.19.4 Provision of Detailed and Comprehensive Price Lists
Tenderers shall provide detailed and comprehensive price lists per OEM or Distributor for audio visual, delegate conference and video collaboration systems, equipment and ancillaries, including all supporting OEM or distributors technical information, schematics, operating and maintenance manuals and documentation. These detailed and comprehensive price lists shall comprise all items required to supply, install, upgrade and maintain the City's audio visual, delegate conference and video collaboration systems, equipment and ancillaries. Any item required to complete the Works, not listed in the detailed and comprehensive price list, shall be deemed to be included in the offered rates.

Further, Tenderers shall guarantee the availability of the price list listed items for the duration of the contract period, where such guarantee shall be provided in writing and endorsed by the OEM, parent company or distributor.

6.2.19.5 Evidence of Premises and Workshops
Tenderers are expected to have premises and workshops located in the Cape Metropolitan area by time of signing and implementing this contract. Evidence must be provided in the form of a certified copy of a recent municipal account, not older than 3 months, or a copy of a lease agreement, in the case of rented property.

6.2.19.6 Provision of Performance Level Agreement and Support Statistics
The successful Tenderer shall record a minimum of all faults, incidents, call outs, repair times and up times on the audio visual, delegate conference and video collaboration systems, equipment and ancillaries, in order to provide monthly statistics (Annexure 7) to the CCT, for the monitoring of the PLA and reliability/availability metrics. These reports shall be auditable by the CCT. Tenderers shall provide detailed and comprehensive descriptions of all elements comprising this required functionality.

6.2.19.7 First and Second Line response requirements
The Tenderer shall be responsible for First Line Response to the CCT's audio visual, delegate conference and video collaboration systems, equipment and ancillaries, at the prioritised discretion of the CCT Representative.

First Line Response shall include, but not be limited, to the following activities – all system administration, configuration, programming, first response to faults, fault identification and classification, modular component replacement as per SCM policy, second line response to faults, technical assistance if required, adequate spare holdings and preventative maintenance.

Second Line Response shall include, but not be limited, first line response and the following activities – all system hardware and software faults, response to faults per specified classification, and severity, as per Annexure 8, until resolved, technical and operator training as required, report on faults as per PLA tracking of faults per PLA and reporting per PLA, 24/7/365 support, as required by the CCT (Refer to Annexure 7).

Advise the CCT, with at least three (3) months' notice, should any hardware, software or OEM, parent company or distributor support, be discontinued or changed.

6.2.19.8 Technical and Operator Training requirements
The Tenderer shall be responsible for technical and operator training of the CCT personnel on all items of equipment offered. The technical and operator training shall enable the CCT personnel to carry out First and Second Line trouble shooting, repairs/replacement down to module level and maintenance. The technical and operator training shall include software programming for system setup and diagnostics. The CCT personnel attendance, and technical and operator training, will be at the CCT's discretion.

The Tenderer shall provide the technical and operator training at a CCT venue in the Cape Metropolitan Area. All costs associated with the training shall be borne by the Tenderer. The Tenderer shall make provision for the technical and operator training of at least four CCT personnel per training session. The operator training shall be video recorded and the video recording shall be presented to the City's Representative within 5 working days of the completion of training session.

Two copies of all service, maintenance, user and operating manuals shall be provided on all equipment offered.

6.2.19.9 Mark-up and Discount Offered percentages

The Discount Offered and Mark-up percentages shall be restricted to only one Discount Offered percentage and one Mark-Up percentage per OEM/Distributor per category in the relevant Pricing Schedules and shall be fixed for the duration of the contract period.

6.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

a) inspected the Specifications and read and fully understood the Conditions of Contract.

b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.

c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

6.2.22 Applicable standards

Except where otherwise specified or implied, even if not directly requested within this tender, all equipment must comply with all applicable CE requirements. All equipment and accessories shall ensure Electro Magnetic Compatibility in compliance with EN 50081-1 and EN50082-1 and for safety aspects are compliant with EN 60950.

The Conference System shall comply to:

- ISO2603 standard for interpretation equipment
- IEC60914 minimum requirements for congress equipment.
- All equipment shall comply with Standards EN55103 and IEC 60065, 60068 and 60069.

3.1 The CCT's undertakings

6.3.1 Respond to requests from the tenderer

6.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

6.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

6.3.2 Issue Notices

If necessary, issue notices that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

6.3.3 Opening of tender submissions

6.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

6.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.

6.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx.)

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system

6.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

6.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

6.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

6.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,
b) has been properly and fully completed and signed, and
c) is responsive to the other requirements of the tender documents.

6.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:
a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the Price Schedule; or
c) arithmetic errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
   ii) the summation of the prices; or
   iii) calculation of individual rates.

6.3.8.2 The CCT must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

6.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

6.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

6.3.10 Evaluation of tender offers

6.3.10.1 General

6.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

6.3.10.1.2 No contract price adjustment methods will be considered in the determination of comparative prices.

6.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

6.3.10.3 Scoring of tenders (price and preference)

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 4)**:

- based on the sum of the prices/rates in relation to a typical project/job.

6.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

6.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

6.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	5
at least 51% but less than 100%	2	9
100%	1	10

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	9
100%	1	10

The total number of adjudication points (N_T) shall be calculated as follows:

$N_T = Ps + N_P$

Where: Ps is the number of points scored for price;
Np is the number of points scored for preference.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

6.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

3.1.1 **Negotiations with preferred tenderers**

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

3.1.1 **Acceptance of tender offer**

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

6.3.12.1 Accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

6.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

6.3.12.3 Accept the tender offer, only if in the opinion of the CCT, the tenderer:

a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
b) does not pose any material risk to the CCT,
c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

6.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

a) notices issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the CCT and the successful tenderer.

6.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

6.3.14 Notice to successful and unsuccessful tenderers

6.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

6.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

6.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

(7) 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:

3. **Definitions**

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the The address of the Purchaser i

Add the following after Clause 1.25:

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

3. **General Obligations**

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

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

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

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

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
c) Initial delivery programme
d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

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

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

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

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

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

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

3. **<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.

3. **Performance Security**

NOT APPLICABLE TO THIS TENDER

Delete clause 7.1 to 7.4 and replace with the following:

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

3. **Inspections, tests and analyses**

Delete Clause 8.2 and substitute with the following:

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

3. **Delivery and documents**

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order.

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

11. Insurance

Add the following after clause 11.1:

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

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

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

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

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

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

<u>16. Payment</u>

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

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee.**

17. Prices

Add the following after clause 17.1

CONTRACT PRICE ADJUSTMENT IS NOT APPLICABLE TO THIS TENDER

Refer **Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation** which indicate "FIRM" prices to be used

Refer Schedule 12 marked as "NOT USED"

17.2 The prices for the goods delivered and services performed shall not be subject to contract price adjustment and the following conditions will be applicable:

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be determined as a percentage on the purchase order request total for the service request which failed to adhere to the performance requirements.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.9 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.

27. Settlement of Disputes

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1l, arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes102ilfully102on*tio 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
3) sent by registered mail – five (5) working days after mailic) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 Th number of the City of Cape Town

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.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasu–y - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

3. 34. Prohibition of restrictive practices**1. Definitions**

3.1 The following terms shall be interpreted as indicated.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.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.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.

3.1 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.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and
which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

3. **2. Application**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 documents2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works3 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. 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**

3.1 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**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.

3. 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**

3. 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser**7. Performance Security**

3.1 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 SCC2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

3.1 a cashier's or certified cheque4 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 analyse**1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

3. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC**9. Packing**

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

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

3. **0. 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
(3) in the event of termination of production of the spare parts) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in
substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms ________________________, of the authorised entity ________________________, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: ________________________

   Financial Institution: ________________________

   Branch Code: ________________________

   Account No.: ________________________

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature................................. Name................................. Designation.................................
		Signature................................. Name................................. Designation.................................
		Signature................................. Name................................. Designation.................................
		Signature................................. Name................................. Designation.................................

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by

tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing? (Please mark with X)

YES		NO	

1.1 If YES, submit audited annual financial statements:

(i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars__

____

______

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

3. 4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

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

Date

Schedule 3: Preference Schedule

3 1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: An association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
3) accept that a contract may not be awarded if the price offered is not market related;
4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);

7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;

10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and

11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

1) disqualify the supplier from the tender process;
2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
5) forward the matter for criminal prosecution; and/or
6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

Penalty = 0.5 x E(%) x P*

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

Penalty = 5/100 x ($B\text{-}BBEE^a$ – $B\text{-}BBEE^t$) x P*

where:

$B\text{-}BBEE^a$	=	The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract
$B\text{-}BBEE^t$	=	The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation
P*	=	Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor[1] 2	X
Non-compliant contributor	☐

[1] If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

3) **5 Declaratio**1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works ☐

Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

(i) the information furnished is true and correct;

(ii) the preference claimed is in accordance with the conditions of this schedule;

(iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and

iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

________________________ 14 January 2020

Signature **Date**

C.R Brink

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use:		
SIGNATURE OF CITY [illegible] AT TENDER OP[illegible]N[illegible]		
1.	[illegible]	**3.**

Schedule 4: Declaration of Interest – State Employees (MBD 4)

1. No bid will be accepted from persons in the service of the state[1].

Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of tenderer or his or her representative:..

3.2 Identity Number:..

3.3 Position occupied in the Company (director, trustee, shareholder[2])......Authorised Individual......

3.4 Company or Close Corporation Registration Number:..

3.5 Tax Reference Number..

3.6 VAT Registration Number:..

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars ....

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If yes, furnish particulars ....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars ....

3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars..

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars ....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars ....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES NO

3\. 3.14.1 If yes, furnish particulars .... Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

14 January 2020

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

Date

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

3.1 .1 If yes, the tenderer is required to set out the particulars in the table below:

3.1 2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted.1 any inducement or reward to the CCT for or in connection with the award of this contract; or.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	X

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remed`` `` available to it.

14 January 2020

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

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

1 **The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**

a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b) been convicted for fraud or corruption during the past five year125ilfullylly neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
c) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	**Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?** (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒

Item	Question	Yes	No
2.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

14 January 2020

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

Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: ____

(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and

b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical **Business** address(es) of the tenderer	Municipal Account number(s)
	None
does not own property, property leased	

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)
None of the	**Directors of**	**currently reside in the**	**None**
City of Cape	**Town**		

______________________________ **14 January 2020**

Signature

Print name: Date

On behalf of the tenderer (duly authorised)

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation – NOT APPLICABLE

THIS SCHEDULE IS NOT APPLICABLE TO THIS TENDER AND SHOULD BE DISREGARDED. THE TENDER OFFERS OF TENDERERS WHO SUBMIT PRICES SUBJECT TO ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION (INSTEAD OF FIRM PRICES) SHALL BE DECLARED NON-RESPONSIVE.

Schedule 9: Occupational Health and Safety Agreement

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

....,
(Supplier/Mandatary/Company/CC Name)

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

I, ..., representing

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

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

COID ACT Registration Number: ....

OR Compensation Insurer: .... Policy No.: ....

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

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

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

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

Signed at Observatory .... the 14th ....day of January 20 20

Witness   Mandatary

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

Witness   for and on behalf of
City of Cape Town

Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **DP3197S/2019/20: SUPPLY, INSTALLATION AND MAINTENANCE OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of :____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as tenderer.

3. 6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be re ted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the vention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

______________________________ **Date** **14 January 2020**

Signature

____

Name (PRINT)
(For and on behalf of the Tenderer (duly authorised))

([1] Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 11: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, http://www.thedti.gov.za.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. **General Conditions**

1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.

1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1- \frac{x}{y} \; x / y] *100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on Error! Hyperlink reference not valid. http://www.thedti.gov.za/industrial_development/ip.jsp **at no cost.**

1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods	Stipulated minimum threshold
Electrical and Telecommunications Cables sector	**90%**

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(***Tick applicable box***)

YES	✓	NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	1 USD - 15 ZAR
Pound Sterling	1GBP - 18 ZAR
Euro	1 EUR - 16 ZAR
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used. **** Rates as per Tender Requirement ****

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

**** Declaration Not Applicable as an AVVC Cabling Exemption has been granted - See Schedule 14**

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)(AS PER ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IIESPECT OF BID NO. ....

ISSUED BY: (Procurement Authority / Name of Municipality/ Municipal Entity):
....

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the decrlation made in paragraph (c) below**. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ... (full names),

do hereby declare, in my capacity as ....

of ....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act(PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: DATE: ___________

WITNESS No. 1 DATE: ___________

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.						
(C2)	Tender description:						
(C3)	Designated product(s)						
(C4)	Tender Authority:						
(C5)	Tenderer Entity name:						
(C6)	Tender Exchange Rate:	USD		EU		GBP	
(C7)	Specified local content %						

Note: VAT to be excluded from all calculations

		Calculation of local cont'nt						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Antici-pated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

		Calculation of local cont'nt						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Antici-pated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) Total tender value	R
(C21) Total Exempt imported content	R
(C22) ***Total*** tender value net of exempt imported content	R
(C23) Total Imported content	R
(C24) Total local content	R
(C25) Average local content % of tender	

Signature of tenderer from Annex B

____

Date: ______________

Schedule 12: Price Basis for Imported Resources – NOT USED

NOT USED AS CONTRACT PRICE ADJUSTMENTS ARE NOT APPLICABLE TO THIS TENDER

Schedule 13: Schedule of Pre-Qualification Criteria Sub-Contractors – NOT USED

Schedule 14: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.	04 Feb 2019	Resolution of Board members
2.	14 Jan 2020	Director Details
3.	14 Jan 2020	Directors Interest in Other Companies
4.	29 Nov 2019	BBEE
5.	22 May 2019	Tax Clearance Certificate
6.	22 May 2019	Tax Compliance Status pin
7.	24 April 2019	Letter of Good Standing
8.	05 Dec 2019	CSD Report
9.	13 Jan 2020	Exemption Letter
10.	13 Jan 2020	Exemption Letter
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

14 January 2020

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

Date

Schedule 15: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.	18 December 2019	Notice to tender No.2
2.	14 January 2020	Letter of Exemption for Local Content
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16: Information to Be Provided with The Tender

The following information shall be provided with the Tender:

Please refer to Section **(4) Pricing Schedule** as well as Section **(5) Specifications** for references to **Schedule 16** where evidence or proof in terms of technical data sheets, product specifications, technical drawings, proof of certificates and other information is requested to confirm the Tenderer's response in these Sections.

Where the provided space for the Tenderer's response is not sufficient or the Tenderer wants to attached additional information or annexures to display the information required this can be attached to this Tender response document but MUST be properly referenced to the specific sub-schedule of Schedule 16.

Schedule 16 A. Information on Supply of Audio Visual Systems, Equipment and Ancillaries for Network Connected and Stand Alone Systems

Please provide technical data sheets and/or drawings and detailed and comprehensive product price lists, as well as all warrantees and/or guarantees where applicable, for all the products, equipment and ancillaries proposed in the Tenderer's solution in **Schedule A** and the sub-categories in **Table A.1, for fully functional Audio Visual Systems, Equipment and Ancillaries for Network Connected and Stand Alone Systems, as specified in this tender.**

Table A.1 – Supply of Audio Visual Systems, Equipment and Ancillaries for Network Connected and Stand Alone Systems:

All supporting documentation and information as required in this Schedule to provide fully functional Audio Visual Systems, Equipment and Ancillaries for Network Connected and Stand Alone Systems.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 B. Information on Supply, Support and Maintenance of Video Collaboration Systems, Equipment and Ancillaries

Please provide technical data sheets and/or drawings and detailed and comprehensive product price lists, as well as all warrantees and/or guarantees where applicable, for all the products, equipment and ancillaries proposed in the Tenderer's solution in **Schedule B** and the sub-categories in **Table B.1, B.3 and B.4, for supply, support and maintenance of fully functional Video Collaboration Systems, Equipment and Ancillaries, as specified in this tender.**

Table B.1, B.3. and B.4. – Supply, Support and Maintenance of Video Collaboration Systems, Equipment and Ancillaries:

All supporting documentation and information as required in this Schedule to provide fully functional Video Collaboration Systems, Equipment and Ancillaries.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 C. Information on Audio Visual, Delegate Conference and Video Collaboration Systems, Equipment and Ancillaries

Tenderers shall provide sample schematic diagrams, as part of the Bid, in this schedule as requested in 5.2.4 and 5.3.4.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 D. Information on Audio Visual and Delegate Conference Systems, Equipment and Ancillaries

Tenderers shall provide the following evidence and information, relating to Audio Visual and Delegate Conference Systems, Equipment and Ancillaries, as referenced in 6.2.1.1.4.1 Minimum score for functionality, as part of the Bid, in this schedule.

6.2.1.1.4.1.1 Evidence of Call Centre or Helpdesk by providing the contact number, details and operating hours.

6.2.1.1.4.1.2 Evidence of the Tenderer's experience implementing Audio Visual Systems by providing the number of verifiable Enterprise clients, the tenderer has implemented Audio Visual Systems for in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.

6.2.1.1.4.1.3 Evidence of the Tenderer's experience providing support and maintenance for Central Conference Systems by providing the number of verifiable Enterprise clients the tenderer has provided support and maintenance for Central Conference solutions to, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.

6.2.1.1.4.1.4 Evidence of available resources for Delegate Conference Systems support by providing the number of certified Engineers with 3 years of relevant experience or certified Technical staff each with at least 5 years of relevant experience in Delegate Conference Systems environment by providing an organogram indicating staff and transport, CVs and relevant certificates of competency.

6.2.1.1.4.1.5 Evidence of available resources for Audio Visual Systems support by providing the number of certified Engineers with 3 years of relevant experience or certified Technical staff each with at least 5 years of relevant experience in Audio Visual Systems environment by providing an organogram indicating staff and transport, CVs, and relevant certificates of competency.

6.2.1.1.4.1.6 Evidence of the Tenderer's experience carrying out Training on Audio Visual and Delegate Conference Systems by providing the number of verifiable Enterprise clients that you have provided Audio Visual Systems and Delegate Conference Systems training to, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.

6.2.1.1.4.1.7 Evidence of how long the Tenderer has been actively providing services for Audio Visual Systems and Delegate Conference Systems support and maintenance to Enterprise Clients, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 E. Information on Video Collaboration Systems, Equipment and Ancillaries

Tenderers shall provide the following evidence and information, relating to Video Collaboration Systems, Equipment and Ancillaries, as referenced in 6.2.1.1.4.2 Minimum score for functionality, as part of the Bid, in this schedule.

6.2.1.1.4.2.1	Evidence of Call Centre or Helpdesk by providing the contact number, details and operating hours.
6.2.1.1.4.2.2	Evidence of the Tenderer's experience implementing Video Collaboration Systems by providing the number of verifiable Enterprise clients, the tenderer has implemented Video Collaboration Systems for, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.
6.2.1.1.4.2.3	Evidence of the Tenderer's experience providing support and maintenance for Video Collaboration Systems by providing the number of verifiable Enterprise clients the tenderer has provided support and maintenance for Video Collaboration System solutions to, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.
6.2.1.1.4.2.4	Evidence of how long the Tenderer has been actively involved providing Video Collaboration System support and maintenance to Enterprise Clients, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.
6.2.1.1.4.2.5	Evidence of available resources for Video Collaboration Systems support by providing the number of certified Engineers with 3 years of relevant experience or certified Technical staff each with at least 5 years of relevant experience in the Video Collaboration Systems environment, by providing an organogram indicating staff and transport, CVs and relevant certificates of competency.
6.2.1.1.4.2.6	Evidence of the Tenderer's experience carrying out Training on Video Collaboration Systems by providing the number of verifiable Enterprise clients that you have provided Video Collaboration Systems training to, in the last 3 years, by providing Reference Letters from each Enterprise Client, with the full contact details of the Referee.
6.2.1.1.4.2.7	Evidence of the Tenderer's current and completed contract values, in the last three years, by providing a table of project names, a description of the project, Client Referee contact details and verifiable contract values.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 F. Information on Audio Visual Systems, Equipment and Ancillaries

Tenderers shall provide evidence of after sales support as part of the Bid in this schedule as requested in 6.2.1.1.3.2.1.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 G. Information on Delegate Conference Systems, Equipment and Ancillaries

Tenderers shall provide evidence of after sales support as part of the Bid in this schedule as requested in 6.2.1.1.3.2.2.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 H. Information on Video Collaboration Systems, Equipment and Ancillaries

Tenderers shall provide evidence of after sales support as part of the Bid in this schedule as requested in 6.2.1.1.3.2.3.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 I. Information on Audio Visual Systems, Equipment and Ancillaries

Tenderers shall provide detailed and comprehensive price lists as part of the Bid in this schedule as requested in 6.2.19.4.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 J. Information on Delegate Conference Systems, Equipment and Ancillaries

Tenderers shall provide detailed and comprehensive price lists as part of the Bid in this schedule as requested in 6.2.19.4.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 K. Information on Video Collaboration Systems, Equipment and Ancillaries

Tenderers shall provide detailed and comprehensive price lists as part of the Bid in this schedule as requested in 6.2.19.4.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 L. Information on Audio Visual and Delegate Conferencing Systems, Equipment and Ancillaries

Tenderers shall provide evidence of Premises and Workshops as part of the Bid in this schedule as requested in 6.2.19.5.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 M. Information on Video Collaboration Systems, Equipment and Ancillaries

Tenderers shall provide evidence of Premises and Workshops as part of the Bid in this schedule as requested in 6.2.19.5.

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 N. Information on Audio Visual and Delegate Conferencing Systems, Equipment and Ancillaries

Tenderers shall provide the Key Contact Person's name and contact details as part of the Bid in this schedule as requested in 22.1 of the Special Conditions of Contract

SIGNED ON BEHALF OF TENDERER: ....

Schedule 16 O. Information on Video Collaboration Systems, Equipment and Ancillaries

Tenderers shall provide the Key Contact Person's name and contact details as part of the Bid in this schedule as requested in 22.1 of the Special Conditions of Contract

SIGNED ON BEHALF OF TENDERER: ....

(10) CONTRACT DOCUMENTS

ANNEXURE 1: Form of Guarantee / Performance Security - NOT APPLICABLE

FORM OF GUARANTEE / PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ....

Physical address of Guarantor: ....

"Supplier" means: ....

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R:....................................

Amount in words: ....

"Guaranteed Sum" means: The maximum amount of R ....

Amount in words: ....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ______: ______ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

   3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

   3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:

   4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;

   4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up

this Guarantee / Performance Security, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

ANNEXURE - LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

International Banks (with branches in SA):

Insurance companies:

ANNEXURE 2: Form of Advance Payment Guarantee – NOT APLICABLE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ....

Physical address of guarantor: ....

"Supplier" means: ....

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R ....

Amount in words: ....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R..

Amount in words: ....

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

ANNEXURE 2A: Advance Payment Schedule – NOT APPLICABLE

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

Plant and materials which have been manufactured and are stored by the supplier	**Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:**
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
2) Advance payment for the purposes of deposits will only be provided up to a limit of [NOT APPLICABLE %] of the value of any one item being claimed.
3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

ANNEX 1

ANNEXURE 3: Monthly Project Labour Report (Example)

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

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

Project Details

5 If a field is not applicable insert the letters: NA
6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

10 A new worker is one in respect of which a new employment contract is signed in the current month.
11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the -job training must be excluded from this entry
12 All formal accredited / non-accredited training that does not form part of on-the-job training
13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

14 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL: – WORK: –

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR (insert last 2 digits)	2	0		

ACTUAL START DATE (yyyy/mm/dd)

2	0							

ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

2	0							

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R												–		

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION

Year	Month	
		of

CONTRACT OR WORKS PROJECT NUMBER:	

	(8)	(8)	(8)	(9)	(10)			(11)	(12)	(13)
No.	First name	Surname	ID number	Jobseeker Database Reference Number	New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	No of days worked this month (excl. training)	No of training days this month (with stipend)	Rate of pay per day (R – c)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19								0	0	R -
20										

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent Project Manager/ Representative:	Name		Signature	
	Date			

ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: ______________________

SUPPLIER: ______________________

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (**P***)	R	B-BBEE Status Level of Prime Supplier	

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier[1]	Total value of Sub-contract (excl. VAT)[1]	Value of Sub-contract work to date (excl. VAT)[1]	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of **P***	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: ______________________ **Date:** ______________________

Verified by CCT Project Manager: ______________________ **Date:** ______________________

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: ______________________________

SUPPLIER: ______________________________

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	

Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement[1] A	Total value of partner's contribution (excl. VAT)[1] B = A% x P*	Value of partner's contribution to date (excl. VAT)[1] C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: ______________________ **Date:** ______________________

Verified by CCT Project Manager: ______________________ **Date:** ______________________

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

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: **172S/2019/2020**

TENDER DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ______________________

For: ______________________ (Supplier's Insurance Broker)

ANNEXURE 7: Performance Level Agreements: Audio Visual and Video Collaboration Systems

No.	Description	Type of support	Performance Level Agreement	Tenderers Response "YES" or "NO"
1	Audio Visual Systems at facilities	High level support, 1st line and above	Availability (During working hours), excluding planned maintenance >95% Severity 1 = 4 Hours to site 24/7/365, Restore = 8 hours Severity 2 = Next day to site 24/7/365, Restore 8 hours Severity 3 = Next working day, Restore 1 day Severity 4 = Restore 5 working days	
2	Audio Visual Systems faulty equipment repair	Equipment repair	6 weeks to repair	
3	Video Collaboration Systems at facilities	High level support, 1st line and above	Availability (During working hours), excluding planned maintenance >95% Severity 1 =4 Hours to site 24/7/365, Restore =8 hours Severity 2 = Next day to site 24/7/365, Restore 8 hours Severity 3 = Next working day, Restore 1 day Severity 4 = Restore 5 working days	
4	Video Collaboration Systems faulty equipment repair	Equipment repair	6 weeks to repair	

ANNEXURE 8: Severity Classification

Description	Classification
The following applies to a per meeting room basis More than 1 speaker is affected More than 1 amplifier faulty More than 1 microphone faulty Projector faulty More than 1 display faulty Delegate Conference system faulty Failure of system A critical priority failure at a site	Severity 1
The following applies to a per meeting room basis A medium priority failure at a site Failure of one amplifier Failure of 1 speaker Failure of 1 microphone Failure of cables	Severity 2
A low priority failure at site This defined as a request for undertaking procedural work such as reports or reconfiguring system components or assistance with parameters or settings.	Severity 3
This is defines as assistance with routine or planned maintenance or upgrades	Severity 4

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

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Assistant Professional Officer: Supply Chain Management

Tel :

Email:

NOTICE TO TENDERERS NO: 2

18 December 2019

TENDER 172S/2019/20

DESCRIPTION: SUPPLY, INSTALLATION AND MAINTENANCE OF AUDIO VISUAL AND VIDEO COLLABORATION SYSTEMS

CLOSING DATE OF TENDER: 15 January 2020.

TENDER BOX NUMBER: 117

Dear Sir / Madam

Your attention is drawn to the following change in the above tender. This change is to be incorporated in the tender document and you will be deemed to have made the necessary allowances for these amendments in your tender offer.

This notice to Tenderers (NT2) forms an integral part of the contract and is to be recorded on Schedule 15: Record of Addenda to the Tender Documents issued to Tenderers and bound into the tender document.

This Notice to Tenderers advises of the following:

Points, B.2.9 and B.2.10, on page 29 can be ignored.

For:
Director: Supply Chain Management

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 2 172S/2019/2020

Signature .... **Date** 18 /12/2019..............................

Legal and full name of tendering entity:

....

the dti
Department: Trade and Industry
REPUBLIC OF SOUTH AFRICA

Reginal Financial Manager

Dear I

RE: LETTER OF EXEMPTION FOR LOCAL CONTENT

Your letter dated 10 January 2020 has reference.

the dti has acknowledged and granted your exemption request for **CABLES**

This approval specifically applies to following tender:

a) **Procuring Entity: City of Cape Town**

b) **Bid number: RFQ 172S/2019/20**

c) **Item Name : Audio Visual and Video Collaboration System**

d) **Closing Date: 15 January 2020**

the dti will however continue to investigate the viability of local production of these items. It also reserves the right to withdraw or amend any part of this exemption without notice, should there be enough evidence to suggest that the current state of the local manufacturing for these cable has improved in terms of production capabilities.

Thank you for your cooperation and support for local production and content.

Yours Sincerely

....

Director: BPS & Electrotechnical units
Department of Trade and Industry
Date..2020/01/16..

Chief Director: Industrial Procurement
Department of Trade and Industry
Date...14/01/2020