



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

CONCLUDED IN TERMS OF

**TENDER 317S/2019/2020: SUPPLY AND MAINTENANCE OF DATA NETWORK
CABLING**

MADE AND ENTERED INTO BETWEEN

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY
“the CITY”**

and

**DIMENSION DATA (PTY) LTD
“the Supplier”**

REGISTRATION NO. - 1987/006597/07

Chris
Mtatsi

Digitally signed
by Chris Mtatsi
DN: cn=Chris Mtatsi,
o=City of Cape Town,
c=ZA, email=Chris.Mtatsi@capetown.gov.za,
2021.08.03
100051 +0200

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PREAMBLE

WHEREAS Tender Number 317S/2019/2020 was awarded to Dimension Data (Pty) Ltd, as the primary service provider, on 27 November 2020 in line with Resolution SCMB 83/11/20, for the Supply and Maintenance of Data Network Cabling for the City of Cape Town, for a contract period commencing from date of commencement of contract terminating on 30 June 2026, subject to the conclusion of section 33 of the MFMA process.

WHEREAS in line with resolution SCMB 83/11/20, the conclusion of this Memorandum of Agreement between the City of Cape Town and the Supplier is subject to the conclusion of the process prescribed by section 33 of the Local Government: Municipal Financial Management Act 56 of 2003.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the National Treasury - General Conditions of Contract (revised July 2010) ("GCC"), read with the Special Conditions of Contract ("SCC"), as well as the Specifications and Pricing Schedule.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the City**"), herein represented by the **Director: Information Systems & Technology** duly authorised hereto;

Dimension Data (**Pty**) Ltd, a private company registered in terms of the laws of the Republic of South Africa with registration no: **1987/006597/07** with its principal place of business situated Central Building Black River Park, 2 Fir Street , Observatory, 7925 (the "**Supplier**"), herein represented by its duly authorised representative, **Cornelius Rudolf (Neil) Brink** in her capacity as **Financial Manager**.

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serial=100711040209

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2. INTERPRETATION

- 2.1 The headings in this MOA are inserted for reference purpose only and shall in no way govern or effect the interpretation of this MOA nor modify or amplify the terms of this MOA or any clause hereof.
- 2.2 Unless the context otherwise requires, reference to the singular shall include a reference to the plural, and vice versa, reference to any gender shall a reference to all other genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.
- 2.3 Any reference to "the Parties" or "a Party" will mean a reference to the City, the Supplier or both, depending on the context.
- 2.4 All annexures to this MOA form an integral part hereof and expressions defined in the MOA shall, unless the context otherwise requires, bear the same meaning in such annexures.
- 2.5 In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
 - 2.5.1 first, the terms and conditions of the SCC;
 - 2.5.2 second, the terms and conditions of the GCC;
 - 2.5.3 third, Annexures and schedules to this Contract; and
 - 2.5.4 fourth, any other documents incorporated by reference.
- 2.6 The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

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2.7 Unless inconsistent with the context, the expressions set forth in this MOA shall bear the following meanings:

2.7.1	"MOA"	means this Memorandum of Agreement entered into between the City and the Supplier and shall supersede all agreements previously entered into;
2.7.2	"the parties"	means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.7.3.	"the tender"	Means tender number 317S/2019/20 for the Supply and Maintenance of Data Network Cabling for the City of Cape Town;
2.7.4.	"the Commencement Date"	Means the signature date;
2.7.5.	"the completion date"	Means 30 June 2026;
2.7.6.	"Signature Date"	means the date on which this Agreement is signed by the Party signing last in time; and
2.7.8.	"MFMA"	means the <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;

3 CONTRACT PERIOD

3.1 The Parties agree and record herein that the contract period for the MOA shall commence on the commencement date and terminate on the completion date.

3.2 Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence from date of commencement of contract and will terminate on 30 June 2026.

4 MUTUAL GOOD FAITH / CO-OPERATION

4.1 The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of

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all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

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

5 CONTRACT SUM

- 5.1 The Parties agree and record herein that the City shall pay to the Supplier the amounts as provided for in Section 5: Pricing Schedule in the tender document (and referenced hereunder), and the Supplier shall accept such payment.
- 5.2 The Supplier shall not be entitled to any other consideration for the rendering of the services other than as provided for in this Contract.

6 CONFLICT BETWEEN THIS MOA AND THE TERMS AND CONDITIONS OF PREVIOUS AGREEMENTS ENTERED INTO BETWEEN THE PARTIES

- 6.1 This MOA shall be read together with and be subject to the terms, conditions and/or specifications agreed to by the parties of the contractual agreement(s) entered into between the parties in relation to the tender, which terms and conditions shall include but not be limited to the tender.
- 6.2 Should there be any conflict between the clause, terms and/or specifications of the MOA and the Previous Agreements entered into between the parties, the clause, term, specification or condition of this MOA shall take precedence.

7 LIMITATION OF THE CITY'S LIABILITY AND INDEMNITY, REGARDING THIS AGREEMENT

- 7.1 Without detracting from, and in addition to any of the other indemnities recorded in this Agreement, the Tenderer shall be solely liable for and hereby indemnifies and holds the City harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expenses in connection with or arising from the amendment of the Tender in terms of this Agreement, including but not limited to the amendment of the Contract Period.

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Duly signed
by Chris Mtatsi
on behalf of the
Tenderer

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7.2 The Tenderer and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the City for any loss, damage, injury, loss of profit or death which any of them may directly or indirectly suffer in connection with or arising from the amendment of the Tender in terms of this Agreement, including but not limited to the extension of the Contract Period. The Tenderer also hereby waives any such claim it may have.

8 WHOLE AGREEMENT, WAIVER AND VARIATION

8.1 This MOA embodies the whole agreement between the Parties. No other agreement, whether oral, implied or otherwise, will be of any force and effect unless it is reduced to writing and signed by the Supplier and the City, or their duly appointed representatives. There has been no representation which forms part of this MOA which has not been included herein.

8.2 Any relaxation, indulgence or waiver which the City may grant to the Supplier or any condonation by the City of any breach of the terms of this MOA will not become binding on the City. The City will at all times be entitled to claim due and prompt performance by the Supplier of all of the Supplier's obligations in terms of this MOA.

8.3 No variation of the terms of this MOA will be of any force or effect unless reduced to writing and signed by the Supplier and the City, or their duly appointed representatives.

8.4 This MOA is subject to a periodic review once every 3 (three) years as per the section 116(1)(b)(iii) of the MFMA.

8.5 The Conditions of Tender, returnable schedules and annexures which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender. Accordingly, the conditions of tender and relevant returnable schedules, although not attached to this Contract, are specifically incorporated by way of reference and shall form part of the Contract between the parties.

Chris
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by Chris Mtshali
DN: cn=Chris Mtshali,
o=City of Johannesburg
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THE CITY OF CAPE TOWN:

Signature:

Craig Digitally signed by Craig Kesson

Name:

Kesson Date: 2021.08.03
08:35:04 +02'00'

Capacity:

Date:

Witness 1:

Chris Digitally signed by Chris Mtatsi
Mtatsi Date: 2021.08.03
10:02:38 +02'00' Date:

Witness 2:

Date:

SUPPLIER :

Signature:

Name:

Capacity:

Date:

Witness 1:

Witness 2:

Abel Digitally signed by Abel Mtshali
Abel Mtshali Date: 2021.08.03
10:02:38 +02'00' Date: 3 August 2021.
Financial Manager Date: 4 August 2021.
3 August 2021

APPENDIX 1: Agreements and Contract Data

A1.1 Form of Offer and Acceptance

FORM OF OFFER AND ACCEPTANCE

TENDER 317S/2019/20: SUPPLY, INSTALL AND MAINTAIN DATA
COMMUNICATION FACILITIES AND CABLE INFRASTRUCTURE

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

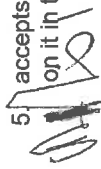
AND WHO IS represented herein by: (full names of signatory) Nel Bormbi

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

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

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

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.



Signature(s)

Nel Bormbi

Print name(s):

On behalf of the tenderer (duly authorised)

2 August 2021

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 317S/2019/20: SUPPLY, INSTALL AND MAINTAIN DATA COMMUNICATION FACILITIES AND CABLE INFRASTRUCTURE

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

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

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

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

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

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

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

The Parties	Employer	Supplier
Business Name		W. M. M. S. 1911
Business Registration		1987/006597/07
Tax number (VAT)		456 010 117
Physical Address		7th Floor, Central Observatory, Cape Town
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority	Craig Kesson Digitally signed by Craig Kesson Date: 2021.08.03 08:36:04 +0200	
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness	Chris Mtsi Digitally signed by Chris Mtsi Date: 2021.08.03 10:55:55 +0200	

Paul, 2 Fir Street

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A 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

Details

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4 Subject

Details

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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.

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TENDER: 317S/2019/2020: SUPPLY AND MAINTENANCE OF DATA NETWORK CABLING

2. SPECIFICATIONS

2.1 Data Network Copper Cabling and Components

The City currently has an installed base of Krone® and SYSTIMAX® structured cabling products. The product offering/s should be fully compatible and of equivalent or better quality and specification; but must not invalidate the warranty of the existing installation. All CAT6 patch panel ports to meet or exceed category 6 SO/IEC11801:2002 and TIA/EIA-568-B.2-1 component compliance.

Provide pricing information for ALL components relating to the abovementioned cabling products including but not limited to:

U/UTP: UNSHIELDED TWISTED PAIRS

F/UTP: FOILED WITH UNSHIELDED TWISTED PAIRS.

S/UTP: SHIELDED WITH UNSHIELDED TWISTED PAIRS.

SF/UTP: SHIELDED AND FOILED WITH UNSHIELDED TWISTED PAIRS.

U/FTP: UNSHIELDED WITH FOILED TWISTED PAIRS

F/FTP: FOILED WITH FOILED TWISTED PAIRS

S/FTP: SHIELDED WITH FOILED TWISTED PAIRS

SF/FTP: SHIELDED AND FOILED WITH FOILED TWISTED PAIRS

- CAT5e 4 pair copper UTP cable
- CAT6 4 pair copper UTP cable
- CAT6A 4 pair copper UTP cable
- CAT6A STP 4 pair copper UTP cable
- CAT7 4 pair copper UTP cable
- CAT7A 4 pair copper UTP cable
- CAT8 4 pair copper UTP cable
- CAT6 F/UTP 4 pair copper UTP cable
- CAT5e Moulded Patch Leads (1.2, 2.1Metre)
- CAT6 Moulded Patch Leads (1.2, 2.1Metre)
- CAT6A Moulded Patch Leads (1.2, 2.1Metre)
- CAT6A STP Moulded Patch Leads (1.2, 2.1Metre)
- CAT7 Moulded Patch Leads (1.2, 2.1Metre)
- CAT8 Moulded Patch Leads (1.2, 2.1Metre)
- CAT5e Moulded Fly Leads (3.0 - 30Metres)
- CAT6 Moulded Fly Leads (3.0 - 30Metres)
- CAT6A Moulded Fly Leads (3.0 - 30Metres)
- CAT6A STP Moulded Patch Leads (3.0 - 30Metres)
- CAT7 Moulded Fly Leads (3.0 - 30Metres)
- CAT8 Moulded Fly Leads (3.0 - 30Metres)

Patch Panels 24 port and 48 port:

- CAT5e Patch Panels complete
- CAT6 Patch Panels complete
- CAT6A Patch Panels complete
- CAT6A STP modular panels
- CAT7 Patch Panels complete
- CAT8 Patch Panels complete
- CAT6 High band Modules

Surge suppressor panels:

- Single Port Gigabit Inline Protector
- 24 Port Gigabit Inline Protector
- 24 Port POE Gigabit Inline Protector
- Gigabit POE outdoor Inline Protector

Cabling Adaptors / Accessories:

- RJ45 Termination Keystone
- RJ45 Termination Keystone Copper10
- RJ45 Termination Keystone Shielded
- RJ45 Flush Mount Termination outlets
- RJ45 Consolidation points
- SMK1 single / double outlets
- Adaptor Mounting plates
- Faceplates RJ45 Wall Outlet Plates
- Floor Pedestals
- Desk data / power doc units
- Power Poles
- Cable Labelling accessories
- Graphoplast labelling
- Heat shrink
- Cable Ties, cable tags
- Warning labels
- Velcro strapping

2.2. Network Fibre Cabling and Components

The City currently has an installed base of Krone® Fibre Products. The product offering should be fully compatible and of equivalent or better quality and specification but must not invalidate the warranty of the existing installation. All fibre optic installations to conform to ANSI/TIA/EIA-568-B.3 component compliance.

Provide pricing information in section (5) PRICE SCHEDULE for ALL components relating to the abovementioned cabling products including but not limited to:

- Fibre patch cords OEM3
- Fibre patch leads single mode
- Fibre pigtail and patch cords
- MPO solutions
- Array cables
- Indoor Tight buffer cable multimode 62.5/125
- Indoor Tight buffer cable multimode 50/125
- Indoor Tight buffer cable multimode OEM3
- Indoor Tight buffer cable single mode 9/125
- Indoor Tight buffer cable single mode 9/125
- Indoor Tight buffer cable single mode Low water peak 9/125
- Pre-terminated fibre assemblies
- Fibre patch panels low and high density for 19" rack
- Fibre panel quad adaptors
- Plug-and-play cassettes OM3/ Single mode / MPO
- Wall mount boxes
- High-density frame (ODF)
- Adaptor plate kits
- Ruggedized fibre patch leads OM3/ single mode

- Non-ruggedized fibre patch leads OM3/ single mode
- Armour fibre cable options
- Overhead fibre cable options
- Blown fibre options
- Fibre cable management
- Identification labelling
- Warning labels

2.3 Data Network Cable Reticulation Management Systems

The City currently has an installed base of Execuduct (Power Skirting) and EGA trunking products. The product offering should be fully compatible and of equivalent or better quality and specification.

Provide pricing information in section (5) PRICE SCHEDULE for ALL components relating to the abovementioned cabling products including but not limited to:

- Enclosures (normal and weatherproof),
- Galvanised and PVC conduit,
- Silicon edge sealing, Firewall sealing
- Metal floor channel,
- Cable and Reticulation Management Systems (e.g. Power Skirting ducting, EGA trunking, etc.) Overhead wire-mesh
- Perforated tray systems, Galvanised and Powder coated
- Fibre guide solutions,
- Copper / fibre cable management,
- Underfloor cable management,
- Under screed routing solutions,
- Mounting brackets and radio mounting poles,
- Sub / Mini / Micro Ducts
- Core Drilling

2.4. Data Network Cabinets and Components

The City currently has an installed base of Modrack Products. The product offering/s should be fully compatible and of equivalent or better quality and specification; but must not invalidate the warranty of the existing installation. Provide pricing information in section for ALL components relating to the abovementioned cabling products including but not limited to:

- Wall mounted,
- Floor standing,
- Different heights and depths,
- Compartmentalised,
- Slack racks, cable management
- Cabinet plinths,
- Chimneys,
- Door options,
- Cabinet Frames and components
- Security options (including a master key option),
- Blanking plates,
- Cable Entry brush panels,
- 19-inch brush panels options
- PDU power rails (16-32Amp),
- Airflow fans,
- Lighting for cabinets,
- Shelving options,

Wb

- Cage nuts and bolts
- Rubber antistatic flooring.

2.5. Electrical Cabling and Components

Provide pricing information in section (5) PRICE SCHEDULE for ALL components relating to the abovementioned cabling products including but not limited to:

NB> Please note that all components supplied under this schedule should conform to the minimum related SABS standard/s.

- Electrical Cable Tray,
- Electrical Cable Routing,
- Electrical Power Cables,
- Electrical Distribution boards,
- Electrical Circuit Breakers,
- Electrical lock out Isolators,
- Electrical Outlets Boxes,
- Electrical Waterproof Boxes,
- Electrical Outlet Sockets,
- Electrical Earth Bars,
- Electrical Earth Cable,
- Electrical Multi-Plugs
- Electrical Desk console units

2.6. Voice-Grade Cabling and Components

Provide pricing information in section (5) PRICE SCHEDULE for ALL components relating to the abovementioned cabling products including but not limited to:

- cable – all related voice-grade cabling,
- digital leased line extensions,
- ISDN line extensions, telephone line extensions, voice-grade patch panels.

2.7. Civil Works

2.7.1. Trenching

Provide current pricing for ALL components relating to Trenching and all related costs, including but not limited to:

- Pilot holes
- Wet cutting up to depth of 40mm
- Engineering difficulties (hard rock)
- Bedding - SANS 1200 LB 1983 (Bedding - Pipes)
- Padding
- Backfill
- Trench tape
- Dynamic Cone Penetrometer test (DCP test)
- Shoring in >1.5m deep trenches

2.7.2. Reinstatements

Provide current pricing for ALL components relating to Trenching Reinstatements and all related costs, including but not limited to:

- G3 – G5 sub-base material
- Bitumen treated base layer (BTB)
- Prime coat gravel layer works (Bitumen)
- Continuously graded medium 20mm thick in sidewalks

- Continuously graded medium 40mm thick in roadways
- Via sealing joints (Bitumen)
- Paving
- Tiles
- Curbs
- Cobbles
- Grass

2.7.3. Trenchless Technology

Provide current pricing for ALL components relating to Trenchless Technology and all related costs, including but not limited to:

- Scanning for existing services
- Drilling establishment
- Directional drilling
- Pipe jacking
- Sleeving (pipework)

2.7.4. Manholes

Provide current pricing for ALL components relating to Manholes and all related costs, including but not limited to:

- Brickwork
- Brick force
- Concrete works (foundations)
- Sleeve entries
- Copings
- Roof works
- Installation of frames and covers
- Brackets
- Installation of Sump equipment

2.7.5. Protection Services

Provide current pricing for ALL components relating to protection of services and all related costs, including but not limited to:

Protection of services (concrete slabs / encasement)

2.7.6. Remedial Civil Works Actions

Provide current pricing for ALL components relating to remedial civil works actions and all related costs, including but not limited to:

- Demolish existing infrastructure
- Expose, locate and repair damaged infrastructure
- Cleaning

2.8. Upgrades and Maintenance of Category 5A Node rooms or Node Box Facilities.

Provide current pricing for ALL components relating to and all related costs, including but not limited to:

- Small Category 5 Data room Facility - (1 and 4 cabinets proportional design –N)
- Node Facility hardware load provision: 2 – 15 kW
- HVAC load calculation: 2 – 10kW
- Electrical load: 1 – 20 kW
- UPS rating: 1 – 10 kW
- Generator rating: 10 – 20kW □ Fire Protection system:
- Primary – Smoke detectors
- BMS Monitoring and Controls: Centralized BMS system with BMS marshalling cabinet for realtime monitoring.
- BMS active monitoring systems monitored separately and independently in the control room includes:
- Access control system
- Digital HD Closed Circuit Television system
- UPS Systems
- Generator Systems

2.9. Professional Services / AD-HOC Labour

Professional Services

2.10. Labour Services

Ad-Hoc Labour Services (Not included in the installation and maintenance services in this tender.)

2.10.1. UPS Technical Specialist

UPS, Preventative maintenance, fault finding and repairs, battery replacement and AC and DC installations 5years experience in UPS

2.10.2. Project Management and associated administration

Specialised Project Management Labour Services (Not included in the installation and maintenance services in this tender.)

- **Project Manager** - Responsibility of the planning, control risks, change control processes, procurement and execution of identified project from inception to its completion. And of the defined scope, defined start and a defined finish and the smooth running of the project to completion.
- **Project Administration** – Reporting, support and analysis of projects under the supervision of a project manager. Will assist project manager by performing of the routine administrative tasks required for the smooth running of the project scope, from inception of project to its completion.

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

2.11. EMPLOYMENT OF SECURITY PERSONNEL

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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.

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

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

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

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

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



Conditions of Tender

3. SPECIAL CONDITIONS OF TENDER

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System
Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

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

3. General Obligations

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

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

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

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

3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

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

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

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

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

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

- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

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

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

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

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

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

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

Not applicable to this contract

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

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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.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or

servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following 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.

Performance Level Requirements (PLR)

Service delivery timelines

Where there is a network fault/break and a critical spare is required once the request is received from a City representative, the service provider will be required to deliver the spare or replacement equipment as per timelines of the network severity impact.

TABLE 35.1

Severity	Time deliver the spare on site during business hours	Time deliver the spare on site after hours
P0	4 HRS	6 HRS
P1	6 HRS	8 HRS
P2	8 HRS	12 HRS
P3	12 HRS	24 HRS

When a normal order is placed, the service provider must supply ordered equipment within 30-business days from the date of the receipt of a purchase order failing which the city will have a right to explore other options to procure the required equipment/spares.

When an adhoc service has been requested, the service provider must provide support services, for example, during a critical network failure, an engineer/technician must be available to render support when requested by the city representative.

Service Level Requirements

In a situation where service provider will be required by the City, the service provider must adhere to the following metrics.

TABLE 35.2

Severity	Time to Respond	Time to Restore during business hours	Time to Restore after hours
P0	30 –minutes	2 HRS	4 HRS
P1	30-minutes	2 HRS	4 HRS
P2	1-Hour	4 HRS	6 HRS
P3	1-Hour	8 HRS	12 HRS

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4 General Conditions of Contract

4. GENERAL CONDITIONS OF CONTRACT

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

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Ab

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

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

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

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

special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them

immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional

services (if any) specified in the SCC:

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

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

14. Spare parts

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

- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- b) in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of

loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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.

Ab

6.2.7. Supply, install external route 32mm bosal surface routing with IP66 Enclosure PVC (400 x 400 x 200mm) and 20A Power socket, wall saddles, fixtures and cabled to sub-DB board as above (5.1.4) labelled, including:

Refer to Mark-up Percentage provided in Table A.

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up 0/0	Price per Unit (excluding VAT)
	32Amp 2P+E Welding Socket IP44	unit	4	R 170.59	R 13.65	R 184.24
	32Amp 2P+E Welding Plug IP44	unit	4	R 64.95	R 5.20	R 70.14
	4mm 2core + Earth Surfix	Metre	100	R 17.06	R 1.36	R 18.42
	32Amp 1p dinrail Circuit Breaker	unit	4	R 46.07	R 3.69	R 49.75
	Mild Steel Galvanized 150mm Perforated cable tray	Metre	60	R 119.00	R 9.52	R 128.52

6.2.5. Supply of 220VAC 12way sub-DB surface mount board, including 5 x 20Amp circuit breakers cabled to existing Single Phase, LV Main DB, in existing routing, labelled, including: Refer to Mark-up Percentage provided in Table A. 1install 5 normal power sockets complete, in office environment into existing dual power trunking, electrical cable to normal circuits on existing 12way board sub-DB board as above (5.1.4), labelled, including:

Refer to Mark-up Percentage provided in Table A. 1

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up %	Price per Unit (excluding VAT)
	Execuduct Mk2 Socket Outlet Cradle + Cover OR EQUIVALENT	unit	5	R 47.09	R 3.77	R 50.85
	15A Euro Socket OR EQUIVALENT	unit	5	R 131.10	R 10.49	R 141.59
	2.5mm House wire Red/Black/Earth	Metre	100	R 3.49	R 0.28	R 3.77

6.2.6. Supply, install external route 32mm bosal surface routing with IP66 Enclosure PVC (400 x 400 x 200mm) and 20A Power socket, wall saddles, fixtures and cabled to sub-DB board as above (5.1.4) labelled, including:

Refer to Mark-up Percentage provided in Table A.1

Part	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	32mm Bosal	Metre	50	R 58.76	R 4.70	R 63.46
	32mm Core drill	unit	2	R 36.34	R 2.91	R 39.24
	4X4 Surface Mount PVC Box	unit	1	R 9.68	R 0.77	R 10.45
	4X4 Double Dedicated Socket Outlet	unit	1	R 120.25	R 9.62	R 129.87
	Single Pole 20A Miniature Circuit Breaker IP65	unit	1	R 128.49	R 10.28	R 138.77
	2.5mm House wire Red/Black/Earth	Metre	100	R 3.49	R 0.28	R 3.77

6.2.3 Electrical isolators / din rail circuit breakers to new installed data cabinet cabled to existing main DB, labelled, including:

Refer to Mark-up Percentage provided in Table A1

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	6mm 2core + earth Surfix	Meters	50	R 27.52	R 2.20	R 29.72
	32Amp 3p din-rail isolator	unit	1	R 153.78	R 12.30	R 166.08
	32Amp 3p din-rail circuit breaker	unit	1	R 153.78	R 12.30	R 166.08
	32Amp 3p Rotary Isolator IP65	Unit	1	R 153.78	R 12.30	R 166.08
	1x Junior team Electrical Services	Hour/s	8	R 618.35	R 49.47	R 667.82

6.2.4. Supply of 220VAC 12way sub-DB surface mount board, including 5 x 20Amp circuit breakers

cabled to existing Single Phase, LV Main DB, in existing routing, labelled, including:
Refer to Mark-up Percentage provided in Table A.1

Part #	Description	Unit	Quantity	Price per Unit (including S.D. & VAT)	Mark-up	Price per Unit (excluding VAT)
	Day Surface din - distribution Board including Neutral + Earth	unit	1	15.15	9	1.64
	Double Pole 63A Main for	unit	1	2.97	4	.21
	100 amp din-rail double circuit breaker	unit	1	41	5	.96
	Double Pole 63A Earth tag (No overload)	unit	1	10.86	67	1.53
	Double Pole 20A Rupture Circuit Breaker IP65	unit	5	76	6	42
	100m House wire Black/Earth	Metre	100	3	4	7
	100mm ² 3 core cable for main team Electrical cables	four/s	8	103	4	27

6.2.1. Supply Electrical cable tray routing, including mounting rods, support brackets, preformed bends, drop to floor level, tray is secured to concrete roof, into a new building suspended ceiling office environment including:

Refer to Mark-up Percentage provided in Table A. 1

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	200mm Med/Duty Mesh Cable Tray	Meters	100	R 63.50	R 5.08	R 68.58
	200mm Mesh cable tray horizontal 90 bend	unit	3	R 101.20	R 8.10	R 109.30
	200mm Mesh cable tray 90 external elbow	unit	1	R 101.20	R 8.10	R 109.30

6.2.2. Supply Electrical surface dual cable routing into a new building office environment., including:

Refer to Mark-up Percentage provided in Table A. 1

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up %	Price per Unit (excluding VAT)
	Execuduct MIQ 2Comp Grey,C/W Cove (3M Length) or EQUIVALENT	Meters	100	R 199.44	R 15.96	R 215.40
	Execuduct MIQ Flat Elbow, Grey or EQUIVALENT	unit	10	R 185.01	R 14.80	R 199.81
	Execuduct MIQ Cover Joint 2Comp Grey or EQUIVALENT	unit	30	R 189.60	R 15.17	R 204.77
	Execuduct Mk2 165mm X 55mm End Cap Grey or EQUIVALENT	Unit	6	R 20.69	R 1.66	R 22.35

6.1.7. Installation of new CAT6 points into the above cabinet (4.1.5), including:

Refer to Mark-up Percentage provided in Table A. 1

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up %	Price per Unit (excluding VAT)
	patch lead per point	Meter	2.1	R 19.02	R 1.52	R 20.55
	required 24-way RJ45 patch panels	per unit	1	R 419.08	R 33.53	R 452.61
	required 24-way RJ45 inserts	Per unit	1	R 39.96	R 3.20	R 43.16
	cable per point	Meter	50	R 5.26	R 0.42	R 5.68
	RJ45 SMK outlet	per point	1	R 53.05	R 4.24	R 57.29
	fly lead per point	Meter	3	R 16.17	R 1.29	R 17.47

6.1.8. Installation of internal fibre backbone, including:

Refer to Mark-up Percentage provided in Table A. 1

Part #	Description	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up %	Price per Unit (excluding VAT)
	48-core single mode heavy duty fibre onto existing cable trays	150 metres	R 16.32	R 1.31	R 17.62
	48-way LC-UPC fibre patch panels	2 Units	R 250.00	R 20.00	R 270.00
	48-way LC-UPC fibre inserts	2 Units	R 10.95	R 0.88	R 11.83
	LC-UPC to LC-UPC single mode fibre patch leads (3 metre)	8	R 106.94	R 8.56	R 115.50

6.2. THE FOLLOWING TABLE WILL BE USED FOR TENDER EVALUATION PURPOSES ONLY

In order to evaluate this tender, please use prices below to supply itemised costing for each of the following typical scenarios. For the purposes of evaluation, an accepted Rate of Exchange of ZAR 16: \$1 USD should be utilised throughout the price schedule. NB> Please note that all components supplied under this schedule should conform to the minimum related SABS standard/s.

				Mark-up & VAT)		
	patch lead	Meters	2.1	R 244.97	R 19.60	R 264.57
	RJ45 patch panel insert for existing patch panel	per unit	1	R 245.03	R 19.60	R 264.63
	cable	Meter	50	R 44.22	R 3.54	R 47.76
	RJ45 SMK outlet	Per unit	1	R 25.03	R 2.00	R 27.03
	fly lead	Meter	3	R 191.65	R 15.33	R 206.98

6.1.6. Supply a 47U 600x1000mm cabinet with complementing 300mm x 1000mm slack rack, fans, PDUs including:

Refer to Mark-up Percentage provided in Table A. 1

Part#	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	cabinet (47U 600x1000) with front and rear uprights	per unit	1	R 12.736.82	R 1.018.95	R 13.755.77
	vertical cable management tray	Per unit	1	R 244.09	R 19.53	R 263.62
	cabinet plinth	per unit	1	R 824.26	R 65.94	R 890.20
	chimney	Per unit	1	R 874.96	R 70.00	R 944.96
	fan units	Per unit	2	R 285.98	R 22.88	R 308.86
	10-way 30A power distribution units	Per unit	2	R 322.35	R 25.79	R 348.13
	slack rack (47U 300x1000)	Per unit	1	R 4.268.20	R 341.46	R 4.609.66
	IU brush panels	Per unit	10	R 7.80	R 0.62	R 8.42
	base brush entry	per unit	2	R 71.66	R 5.73	R 77.39
	2U brush panels	Per unit	5	R 27.26	R 2.18	R 29.44
	IU blanking plates	Per unit	5	R 6.38	R 0.51	R 6.89

	cable	Meter	50	R 5.26	R 0.42	R 5.68
	RJ45 SMK outlet	Per unit	1	R 53.05	R 4.24	R 57.29
	fly lead	Meter	3	R 16.17	R 1.29	R 17.47

6.1.3. Installation of one CAT6A network point, including:

Refer to Mark-up Percentage provided in Table A. 1

Part#	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up %	Price per Unit (excluding VAT)
	patch lead	Meters	2.1	R 49.33	R 3.95	R 53.27
	RJ45 patch panel insert for existing patch panel	per unit	1	R 61.68	R 4.93	R 66.61
	cable	Meter	50	R 9.91	R 0.79	R 10.70
	RJ45 SMK outlet	per unit	1	R 77.14	R 6.17	R 83.31
	fly lead	Meter	3	R 39.89	R 3.19	R 43.08

6.1.4 Installation of one CAT7 network point, including:

Refer to Mark-up Percentage provided in Table A. 1

Part#	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	patch lead	Meters	2.1	R 49.33	R 3.95	R 53.27
	RJ45 patch panel insert for existing patch panel	Per unit	1	R 61.68	R 4.93	R 66.61
	cable	Meter	50	R 12.30	R 0.98	R 13.29
	RJ45 SMK outlet	Per unit	1	R 77.14	R 6.17	R 83.31
	fly lead	Meter	3	R 39.89	R 3.19	R 43.08

6.1.5 Installation of one CAT8 network point, including:

Refer to Mark-up Percentage provided in Table A. 1

Part#	Description	Unit	Quantity	OEM Price per Unit (excluding VAT)	Mark-up	Price per Unit (excluding VAT)
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A.3.5.	ad-hoc maintenance/repairs to Structural Supports including but not limited to; Minor brick repairs, plaster, concrete, reinforcing, paving, Tera force, ground stabilization systems, Filling material, stone chip; G4.51 Torch on sealants, Frames, doors, gates, cages, rails razor coils and flat wrap and roofing. Cleaning consumables, pest control, corrosion protection and corrosive treatment painting.	10.00%
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6.1. THE FOLLOWING TABLE WILL BE USED FOR TENDER EVALUATION PURPOSES ONLY

In order to evaluate this tender, please use prices below to supply itemised costing for each of the following typical scenarios. For the purposes of evaluation, an accepted ROE of ZAR 16: \$1USD should be utilised throughout the price schedule.

6.1.1. Installation of one CAT5e network point, including:

Refer to Mark-up Percentage provided in Table A. 1

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	CAT5e network point	Per unit	1	R 0.00	R 0.00	R 0.00
	Supply a 47U 600 x 1000mm cabinet with fans, PDUs and a matching 300mm slack rack	Per unit	1	R 18.651.76	R 1.492.14	R 20.143.90
	patch lead	Meters	1.2	R 29.59	R 2.37	R 31.96
	RJ45 patch panel insert for existing patch panel	Per unit	1	R 28.61	R 2.29	R 30.90
	cable	Meter	2.1	R 3.99	R 0.32	R 4.31
	RJ45 SMK outlet	Per unit	1	R 41.70	R 3.34	R 45.04
	fly lead	Meter	3	R 41.84	R 3.35	R 45.19

6.1.2. Installation of one CAT6 network point, including:

Refer to Mark-up Percentage provided in Table A. 1

Part#	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	patch lead	Meters	1.2	R 31.38	R 2.51	R 33.89
	RJ45 patch panel insert for existing patch panel	Per unit	1	R 39.96	R 3.20	R 43.16

Table A.3. Supply and Installation of Materials, Parts and Equipment; Upgrades and Maintenance of Category 5A Node rooms or Node Box Facilities (1 — 4 cabinets proportional design — N)

This table is for the supply of materials, parts and equipment to enable preventative maintenance of all plant associated with Category 5A Switching facilities. Tenderers are required to respond with the mark-up percentage per category of goods as defined in this table. The mark-up percentage (%/0) must include all costs, provisions and fees that apply to the OEM or supplier list price for the specified goods. Also refer to pricing instruction.

Item	Description	Mark-Up %/0 (Provide Mark-up % for each category of goods)
A.3.1.	ad-hoc maintenance/repairs to UPS Components, BMS, and Electrical Including but not limited to; UPS, Electrical and BMS Components cabling UPS, Batteries, generator, chargers, rectifiers, rectifier charging modules, fuses, electrical cables, switches, switch gear, bypass switches, ATS, STS, plugs. Interconnecting cables, lighting, flood lights, navigation lights. Camera housing, cameras, infrared illuminators. Cleaning consumables, pest control, corrosion protection and corrosive treatment painting.	10.00%
A.3.2.	ad-hoc maintenance/repairs to Mechanical Components including but not limited to; Locks, security, ventilation, cooling, fans pumps, piping, generator, flooring, doors, windows, sealants and roofing. Cleaning consumables, Corrosion protection and corrosive treatment painting.	10.00%
A.3.3.	ad-hoc maintenance/repairs to Building and Fabric Including but not limited to; Fasteners, Braces, Supports, Ladders, Structural members, Platforms, hatches, mounting hardware, mounting members, Filters, fabric, lubricants, fasteners, cabling, fencing components and roofing. Cleaning consumables, corrosion protection and corrosive treatment painting.	10.00%
A.3.4.	ad-hoc maintenance/repairs to Fire Supports Components including but not limited to; Fire Supports, Piping, nozzles, filters, gas bottles, replacement water, control panels, sensors, detectors, fire proof cabling, recharging of suppressant, powder replacement. Cleaning consumables, pest control, corrosion protection and corrosive treatment painting.	10.00%

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A-2.13.6.	Ad-hoc UPS Technical Specialist	per hour	R 480.00	R 508.80	R 544.42	R 587.97	R 640.89
A.2.13.7.	Ad-hoc UPS Technical Specialist	per day	R 3.840.00	R 4.070.40	R 4.355.33	R 4.703.75	R 5.127.09
A.2.13.8.	Ad-Hoc Project Manager (Not to form part of the inclusive administration costs in this tender.)	per hour	R 564.81	R 598.70	R 640.61	R 691.86	R 754.12
A.2.13.9.	Ad-Hoc Project Administrator (Not to form part of the inclusive administration costs in this tender.)	per hour	R 283.93	R 300.97	R 322.04	R 347.00	R 379.10
A.2.14.	T raveling						
A.2.14.1.	Light Vehicle (includes luxury double cabs, singlecab and vans all weighing less than 3 500 kg)	per km	R 4.03	R 4.14	R 4.26	R 4.40	R 4.55
A.2.14.2.	Medium Vehicle (Medium Commercial Vehicles have Gross Vehicle Mass from 3501 to 8500 kg.	per km	R 5.78	R 5.95	R 6.12	R 6.32	R 6.53
A.2.14.3.	Heavy Vehicle (have a Gross Vehicle Mass from 8501 to 16500 kg)	per km	R 6.74	R 6.94	R 7.15	R 7.38	R 7.64

A.2.12.	Electrical Services Engineer - Specialist (Contract Project Manager) Should preferably have experience in project planning, design, implementation, and electrical infrastructure maintenance.	per hour	R 564.81	R 598.70	R 640.61	R 691.86	R 754.12
A.2.13.							
A.2.13.1	Normal hours 08h00-17h00	per hour	R 338.65	R 358.97	R 384.10	R 414.83	R 452.16
A.2.13.2.	Afterhours (17h00 onwards)	per hour	R 507.98	R 538.46	R 576.15	R 622.24	R 678.25
A.2.13.3.	Weekends — Saturday	per hour	R 516.59	R 547.59	R 585.92	R 632.79	R 689.74
A.2.13.4.	Sunday and public holidays	per hour	R 677.31	R 717.95	R 768.20	R 829.66	R 904.33
A.2.13.5.	Standby Ad-Hoc	per hour	R 514.29	R 545.14	R 583.30	R 629.97	R 686.66

A.2.7.	Junior Electrical Services team (Installation Electrician + Installer)	per hour	R 375.04	R 397.54	R 425.37	R 459.40	R 500.74
A.2.8.	Small team Electrical Services (Installation + Electrician + 4 Installation Staff)	per hour	R 624.24	R 661.70	R 708.02	R 764.66	R 833.48
A.2.9.	Medium team Electrical Services (Installation Electrician Team Leader + 4 Installation Staff + Project Manager)	per hour	R 768.24	R 814.34	R 871.34	R 941.05	R 1 025.74
A.2.10.	Large team Electrical Services (Installation Electrician Team Leader +6 Installation Staff)	per hour	R 954.22	R 1 011.47	R 1 082.27	R 1 168.85	R 1 274.05
A.2.11.	Large team Electrical Services (Installation Electrician Team Leader + 6 Installation Staff + inclusive of Dedicated Project manager)	per hour	R 940.98	R 997.44	R 1 067.26	R 1 152.65	R 1 256.38

Item	Description	Unit	Rate Price per Unit (ZAR excl. VAT)				
			Price per Unit for FY 1	Price per Unit for FY 2	Price per Unit for FY 3	Price per Unit for FY 4	Price per Unit for FY 5
A.2.1.	Junior team Data Cabling (Cabling technician + Installer)	per hour	R 220.75	R 233.99	R 250.37	R 270.40	R 294.74
A.2.2.	Medium team Data Cabling (Team Leader + 4 Installation Staff)	per hour	R 577.75	R 612.41	R 655.28	R 707.71	R 771.40
A.2.3.	Medium team Data Cabling (Team Leader + 4 Installation Staff + Project Manager)	per hour	R 720.23	R 763.45	R 816.89	R 882.24	R 961.64
A.2.4.	Large team Data Cabling (Team Leader + 6 Installation Staff)	per hour	R 798.50	R 846.41	R 905.66	R 978.11	R 1.066.14
A.2.5.	Large team Data Cabling (Team Leader + 6 Installation Staff + inclusive of Dedicated Project manager)	per hour	R 940.10	R 996.50	R 1.068.98	R 1.154.50	R 1.258.41
A.2.6.	Data Cabling — Data centre Specialist	per hour	R 338.65	R 358.97	R 384.10	R 414.83	R 452.16

Table A-1. SUPPLY OF DATA NETWORK CABLING AND COMPONENTS.

This table is for the supply of data network copper cabling and components. Tenderers are required to respond with the mark-up percentage per item as defined in this table. The mark-up percentage (%/0) must include all costs, provisions and fees that apply to the OEM or supplier list price for the specified goods. Also refer to pricing instruction (5) PRICE SCHEDULE Provide the proper cross referencing between the OEM Price list and Pricing Schedule in the tender document.

Provide your full product offering in Schedule 14: Record of Addenda to Tender Documents clearly indicating which Schedule and Table you are adding documentation for. This information should follow the following format:

Item	Description (REFER TO Sections 5.1. and 5.2.)	Mark-Up % (Provide Mark-up % for each category of goods)
A. 1.1.	Data Network Copper Cabling and Components.	8.00%
A.1.2.	Data Network Fibre Cabling and Components...	8.00%
A.1.3.	Data Network Cable Reticulation Management Systems	8.00%
A.1.4.	Data Network Cabinets and Components	8.00%
A.1.5.	Electrical Infrastructure Cabling and Components	8.00%
A.1.6.	Voice-Grade Cabling and Components	8.00%
A.1.7	Civil Works including: Trenching Reinstatements Trenchless Technology Manholes Remedial Civil Works Actions	8.00%

Table A.2. SERVICES AND COSTS TO SUPPLY, INSTALL AND MAINTAIN CABLING INFRASTRUCTURE, SERVICES, FACILITY AND EQUIPMENT

The prices must show the annual fixed fee for services, expressed over a fixed period or unit i.e. a daily, fortnightly, monthly or annually etc. service fee or according to the unit rate indicated. The standard contract period for a tender as specified by the Municipal Finance Management Act (MFMA) is 3 years, however the contract can be extended to extend for more than 3 financial years, therefore rates must be fixed for a 12-month period at a time from the date the contract commences with pro rata monthly fixed rate applied in the 1st year for contracts are awarded and commences after the 1st day of the financial year of the City of Cape Town which falls on 1 July of a calendar year. Refer to Pricing Instruction as The City intend to extend this tender to 5 years subject to approval of the section 33 process as specified in the ME-MA.

LABOUR COSTS

Please supply pricing as indicated below for individual labour items (e.g. small team, large team, junior team, senior team, office hours, after hours, overtime, etc.) as per your internal operation / policy. Please append relative policies in Schedule 13: List of other documents attached by tenderer clearly indicating the document name and to which schedule within this tender it correlates.

APPENDIX 2: Pricing Schedules

6 Schedule A. SUPPLY, INSTALLATION AND MAINTENANCE OF CABLING FACILITIES, INFRASTRUCTURE AND EQUIPMENT

In this Schedule tenderers must respond with pricing information as required and specified in the tables below. This schedule covers all requirements for the following cabling infrastructure and equipment:

- Data Network Copper Cabling and Components
- Data Network Fibre Cabling and Components
- Data Network Cable Reticulation Management Systems
- Data Network Cabinets and Components
- Electrical Cabling and Components included;
 - Electrical Cable Tray and Routing
 - Electrical Power Cables, Earth Bars, Earth Cable,
 - Electrical Distribution boards, and components
 - Electrical lock out Isolators,
 - Electrical Outlets Boxes,
 - Electrical Waterproof Boxes,
 - Electrical Outlet Sockets,
 - Electrical Multi-Plugs
 - Electrical Desk console units
- Voice-Grade Cabling and Components
- Civil Works Included:
 - Trenching
 - Reinstatements
 - Trenchless Technology
 - Manholes
 - Protection of Services
 - Remedial Civil Works Actions
- Node rooms or Node Box Facilities Category 5A Included:
 - Node Facility hardware load provision: 2 – 15 kW
 - HVAC load calculation: 2 – 10kW
 - Electrical load: 1 – 20 kW
 - UPS rating: 1 – 10 kW
 - Generator rating: 10 – 20kW
 - Primary – Smoke detector
 - BMS Monitoring and Controls system
 - Digital HD Closed Circuit Television system
 - UPS Systems
 - Generator Systems
- Professional Services
- Ad-Hoc Labour Services (Not included in the installation and maintenance services in this tender.)
- Project Management and associated administration
- Additional Project Management service (excl. basic Project Management)

As per the pricing instruction (5) PRICE SCHEDULE all the tables and all items in the tables must be responded to in this schedule.

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TENDER NO. 317S/2019/20

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 317S/2019/20 AND SUPPLY, INSTALL AND MAINTAIN DATA COMMUNICATION, FACILITIES AND CABLE INFRASTRUCTURE

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 BBEE Status Level than supplier
Sub-contractor A	R	R	R	R
Sub-contractor B	R	R	R	R
Sub-contractor C	R	R	R	R
Documentary evidence to be provided				
Total:				R
Expressed as a percentage of P*				%

Signatures

Declared by supplier
to be true and correct:

Verified by CCT
Project Manager:

Date: ..

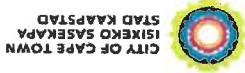
Date: ..

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ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



Sheet	1	of
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Year	Month
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CONTRACT OR WORKS PROJECT NUMBER:

No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R - c)
1												(14)
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

Declared by Contractor or Vendor to be true and correct:	Name	Date	Signature
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Received by Employer's Agent / Representative:	Name	Date	Signature
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ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

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

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

CONTRACT OR WORKS		PROJECT NAME: (6)		DIRECTORATE:			
EPWP SUPPLIED		PROJECT NUMBER: (6)		DEPARTMENT:			
CONTRACTOR OR VENDOR		E-MAIL ADDRESS:		CONTRACTOR OR VENDOR		CELL	
CONTACT PERSON:		TEL. NUMBER:		WORK			
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")							
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC	YEAR			
ACTUAL START DATE (yyyy/mm/dd)				ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd)		(7)	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)							
R							

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

...Dimension Data (Pty) Ltd
(Supplier/Mandatory/Company/CC Name)

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

I, Cornelius Rudolf (Neil) Brink, representing

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

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

COID ACT Registration Number: 9900000713116

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at Cape Town on the 3rd day of August 2021

b)

Witness Mandatory

Signed at on the day of 20

Digitally signed
by Chris Mtatsi
Date: 2021.08.03
10:03:35
+02'00'

Witness **Chris Mtatsi**

Digitally signed by Craig
Kesson
Date: 2021.08.03 08:36:44
+02'00'

Craig Kesson
for and on
behalf of
City of Cape Town

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5 Supporting Schedules

FINANCIAL INSTITUTIONS

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:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renasa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co

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6.2.8. Supply Powder Coated White Perforated cable tray route, suspended from concrete roof, including power poles with installed power outlet socket, and cabled to existing Main DB board, labelled, including:

Part #	Description	Unit	Quantity	OEM Price per Unit (excluding Mark-up & VAT)	Mark-up	Price per Unit (excluding VAT)
	Ceiling power pole 3.5 metre with Cover Kit	unit	8	R 571.00	R 45.68	R 616.68
	Power Pole 16A Box+Cover	unit	8	R 124.00	R 9.92	R 133.92
	Power Pole Twin Cover+Box	unit	8	R 79.80	R 6.38	R 86.18
	Power pole Standard Power Outlet	unit	16	R 97.06	R 7.77	R 104.83
	Power pole Dedicated Power Outlet	unit	16	R 125.00	R 10.00	R 135.00
	2m 2core + Earth Sur-fix	Metre	140	R 11.76	R 0.94	R 12.70
	Brother Label Cartridge 9mm B/w OR EQUIVALENT	unit	1	R 270.57	R 21.65	R 292.22
	Velcro Wrap Strap OR EQUIVALENT	Metre	100	R 13.95	R 1.12	R 15.07
	Powered coated Galvanized 150mm Perforated cable Tray (WHITE)	Metre	100	R 158.00	R 12.64	R 170.64

