TENDER NO: 280S/2024/25

TENDER DESCRIPTION: SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT (NOT PRIOR TO 01 JULY 2026) UNTIL 30 JUNE 2031

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	L AND E Infrastructure Solutions PTY LTD
TRADING AS (if different from above)	LEE Infrastructure Solutions PTY LTD
REGISTRATION NUMBER	[redacted]
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	X
Alternative Offer (see clause 2.2.11.1)	

[redacted] [redacted]

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

- [ ] Individual / Sole Proprietor
- [ ] Close Corporation
- [x] Company
- [ ] Partnership or Joint Venture or Consortium
- [ ] Trust
- [ ] Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	L AND E Infrastructure Solutions PTY LTD
Trading as (if different from above	LEE Infrastructure Solutions Pty LTD
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	
Physical address (Chosen Domicilium Citandi Et Executandi)	
Contact details of the person duly authorised to represent the tenderer	
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	
Questionnaire to Bidding Foreign Suppliers	
Other Required registration numbers	

[redacted]

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER DESCRIPTION: [DP8861S/2024/25 SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE]

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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.

SIGNED AT [redacted] (PLACE) ON THE 11 (DAY) OF July 2025 (MONTH AND YEAR)

[redacted]

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

[redacted]

Witness 1 Signature
Name and Surname: [redacted]

[redacted]

Witness 2 Signature
Name and Surname: [redacted]

[redacted]

[redacted]

TENDER [DP86661S/2024/25 SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE]

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT 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 the *Schedule of Deviations.*

The Supplier shall within 2 (two) weeks after contract commencement, contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Unless indicated otherwise in the Deviation Schedule, this agreement comes into effect comes into effect from date of commencement (not prior to 01 July 2026) until 30 June 2031,subject to the conclusion of a Section 33 of the MFMA process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the municipality., being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

____
For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

TENDER [DP86661S/2024/25 SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE]

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

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 to become an obligation of the Contract, shall be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall form part of the Contract.

1 Subject **Commencement Date**

Details This contract shall commence from date of commencement (not prior to 01 July 2026) until 30 June 2031,subject to the conclusion of a Section 33 of the MFMA process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the municipality.

2 Subject **BAC Award**

Details The Supplier was awarded as the alternative tenderer.

3 Subject **Addendum No.1**

Details Dated 24 June 2025 - The notice addresses minutes of the clarification meeting and amendments to the Pricing Schedule.

4 Subject **Addendum No.2**.

Details Dated 4 July 2025 - The notice addresses the extension of the Tender closing date as well as adding after hours rates to the Pricing Schedule.

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 *Tender Returnable Documents*, 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 Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Supply Chain Management

T :
E:

24 JUNE 2025

Addendum No.1

NOTICE TO TENDERER

Tender Number:	280S/2024/25
Box Number:	228
Closing Date:	07 July 2025
Description:	SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE

The following Addendum is issued in terms of Clause 2.2.6 of the Tender Conditions

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule F.12 and bound within the 'Returnable Schedules'.

1. **SITE VISIT/CLARIFICATION MEETING**
   Refer to the attached minutes of the clarification meeting dated 13 June 2025.

2. PRICING SCHEDULE.

Table A.2. AD-HOC LABOUR COSTS TO INSTALL STRUCTURED CABLING INFRASTRUCTURE, SERVICES, AND EQUIPMENT

Replacement Page:
Page 34 to be replaced with 34 (A)

Amended to:

- ItemA.2.23 to A.2.28 were revised, with the previous versions deleted and new items inserted in their place.

- Item A.2.29 was added.

Table A3: Supply and Installation of Materials, Parts and Equipment; Upgrades and Maintenance of Category 5A Node rooms or Node Box Facilities (1 – 4 cabinets' proportionate design – N)

Replacement Page:
Page 36 to be replaced with 36 (A)

- Item A.3.6 description has been amended.

Added Page:

Page 36 (B) is to be added to the pricing schedule.

- Item A.3.7, A.3.8 and A.3.9 has been moved from page 36 to page 36 (B).

3. SPECIFICATIONS

Replacement Page:
Page 37 to be replaced with 37 (A)

Network Cabling Technician - Certified Network Cable Installer (CNCI) with Data cabling certification. **Amended to:** **Network Cabling Technician** - A certification in Data Network Cabling

Network Cabling Installer-Certified Network Cable Installer - (CNCI) with Data cabling certification. **Amended to:** **Network Cabling Installer** - A certification in Data Network Cabling

Network Cabling Team Leader - Certified Network Cable Installer (CNCI) with Project Management experience. **Amended to:** **Network Cabling Team Leader** – A certification in Data Network Cabling

Data Centre Cabling Specialist - RCDD Qualified data structured cabling specialist. (Professional certification indicating expertise in designing telecommunications cabling distribution systems.) **Amended to:** **Data Centre Cabling Specialist** - Data Centre Cabling Professional with certification in Telecommunications Cabling Distribution Systems

Yours Sincerely,

...[redacted]..............................
For:
Director: Supply Chain Management

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
www.capetown.gov.za

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 280S/2024/25

At CAPE TOWN on this 30 Day of JUNE 202~~8~~5. [redacted]

[redacted]

Tenderer: L AND E INFRASTRUCTURE SOLUTIONS (PTY) LTD.
(Name of firm in ink and capitals)

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Supply Chain Management

T :
E:

04 JULY 2025

Addendum No.2

NOTICE TO TENDERER

Tender Number: 280S/2024/25

Box Number: 228

Original Closing Date: 07 July 2025

Extended closing date: 14 July 2025

Description: SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE

The following Addendum is issued in terms of Clause 2.2.6 of the Tender Conditions

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule F.12 and bound within the 'Returnable Schedules'.

1. TENDER CLOSING DATE EXTENSION

NOTE: Tender closing date has been amended from the **07 July 2025** to the **14 July 2025.** Tender and box number remains the same.

2. **PRICING SCHEDULE.**

Table A.4. AFTER-HOURS AD-HOC LABOUR COSTS TO INSTALL STRUCTURED CABLING INFRASTRUCTURE, SERVICES, AND EQUIPMENT

Added Page:

Page 36 (C) and 36 (C) is to be added to the pricing schedule.

- Item A.4.1 to A.4.13 has been added to the pricing schedule to accommodate for after hour rates to align to clause 5.3 of the specifications.

Yours Sincerely,

[redacted]
....

For: [redacted]
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 280S/2024/25

At CAPE TOWN .... on this 04 .... Day of July .... 2025.

[redacted]

(In ink and capitals)

Tenderer: L $ E INFRASTRUCTURE SOLUTIONS (PTY) LTD

(Name of firm in ink and capitals)

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER [DP8861S/2024/25 SUPPLY, INSTALL & MAINTENANCE OF STRUCTURED DATA CABLING INFRASTRUCTURE]

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The.. (Day)

Of... (Month)

20........... (year)

At... (Place)

For the Supplier: Signature(s) ....
Name(s) ....
Capacity ....
Signature and name of witness:

Signature .... Name ....

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT") AND

.......L $ E INFRASTRUCTURE SOLUTIONS (PTY) LTD.......,
(Supplier/Mandatary/Company/CC Name)

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

I, ...[redacted]..., representing

.......L $ E INFRASTRUCTURE SOLUTIONS (PTY) LTD......................., as an employer in its own right 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 (hereafter "OHSA") and the Regulations promulgated thereunder.

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

COID ACT Registration Number: ....

OR Compensation Insurer: ..[redacted]........................... Policy No.: [redacted]..............................

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 ...L $ E INFRASTRUCTURE SOLUTIONS (PTY) LTD...on the..........11..........day of.........July.........20 25

[redacted]

Witness

[redacted]

Mandatary

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

Pricing Instructions:

4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

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

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

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

4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

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

4.8 **Pricing using Mark-up Method:**

Mark-up percentage (%) is the method where an all-inclusive mark-up percentage (%) is applied to the OEM/Supplier Price (at contract stage) and applied to a Base Price (at evaluation stage). Refer to pricing instruction 4.3 as the mark-up amount must include all, margins and fees added to the OEM/Supplier Price.

When pricing by a mark-up percentage. Please indicate your mark-up percentage as in the mark-up column indicated in the mark-up table.

Mark-up percentage (%) is applied to the **OEM/Supplier Price** (at contract stage)

During tender evaluation, the "mark-up percentage is applied to the OEM **Base Price** in order to determine the final price.

4.9 All tendered rates must be in Rand(ZAR) and exclude VAT.

[redacted]

[redacted]

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	Price per Unit from 1 July 2026 until 30 June 2027	Price per Unit from 1 July 2027 until 30 June 2028	Price per Unit from 1 July 2028 until	Price per Unit from 1 July 2029 until 30 June 2030	Price per Unit from 1 July 2030 until 30 June 2031	Mark up %
A1.1	Data Network Copper Cabling and Components. (Krone and SYSTIMAX OR EQUIVALENT)	Mark up %						6.0%
A1.2	Data Network Fibre Cabling and Components. (Krone and SYSTIMAX OR EQUIVALENT)	Mark up %						6.0%
A2.1	Junior team (Network Cabling Technician + Network Installer)	Per hour	R 233.33	R 245.00	R 257.25	R 270.11	R 283.62	
A2.2	Junior team (Network Cabling Technician + Network Installer)	Per day	R 1 866.64	R 1 960.00	R 2 202.00	R 2 160.88	R 2 268.96	
A2.3	Medium Team (Network Cabling Team Leader + 4 I Network Installation Staff)	Per hour	R 600.00	R 630.00	R 661.50	R 694.58	R 729.30	
A2.4	Medium Team (Network Cabling Team Leader + 4 Network Installation Staff)	Per day	R 4 800.00	R 5 040.00	R 5 292.00	R 5 556.60	R 5 834.43	
A2.5	Medium team (Network Cabling Team Leader + 4 Network Installation Staff Inclusive of Dedicated Project manager)	Per hour	R 766.67	R 805.00	R 845.25	R 887.51	R 931.89	
A2.6	Medium team (Network Cabling Team Leader + 4 Network Cabling Installation Staff inclusive of Dedicated Project manager)	Per day	R 6 133.36	R 644.02	R 6 762.02	R 7 100.13	R 7 455.13	
A2.7	Large team (Network Cabling Team Leader + 6 Network Cabling Installation Staff)	Per hour	R 825.00	R 866.25	R 909.56	R 955.04	R 1 022.79	
A2.8	Large team (Network Cabling Team Leader + 6 Network Cabling Installation Staff)	Per day	R 6 600.00	R 6 930.00	R 7 276.50	R 7 640.32	R 8 022.34	
A2.9	Data Cabling – Data Centre Cabling Specialist	Per hour	R 366.67	R 385.00	R 404.25	R 424.46	R 445.69	
A2.10	Data Cabling – Data Centre Cabling Specialist	Per day	R 2 808.00	R 2 880.00	R 3 000.00	R 3 120.00	R 3 270.00	
A2.11	Junior Electrical Services team (Installation Electrician + Installer)	Per hour	R 379.17	R 398.13	R 418.03	R 438.93	R 460.88	
A2.12	Junior Electrical Services team (Installation Electrician + Installer)	Per day	R 3 033.36	R 3 185.02	R 3 344.27	R 3 511.49	R 3 687.06	
A2.13	Small team Electrical Services (Installation Electrician + 4 Electrical Installation Staff)	Per hour	R 675.00	R 708.75	R 744.19	R 781.40	R 820.47	

A2.14	Small team Electrical Services (Installation Electrician + 4 Electrical Installation Staff)	Per day	R 5 400.00	R 5 670.00	R 5 953.50	R 6 251.17	R 6 563.73	
A2.15	Medium team Electrical Services (Installation Electrician Team Leader + 4 Electrical Installation Staff inclusive of Dedicated Project manager)	Per hour	R 817.86	R 858.75	R 901.69	R 946.77	R 994.77	
A2.16	Medium team Electrical Services (Installation Electrician Team Leader + 4 Electrical Installation Staff inclusive of Dedicated Project manager)	Per day	R 6 542.88	R 6 870.75	R 7 213.52	R 7 574.20	R 7 952.91	
A2.17	Large team Electrical Services (Installation Electrician Team Leader + 6 Electrical Installation Staff)	Per hour	R 933.33	R 980.00	R 1 029.00	R 1 080.45	R 1 134.47	
A2.18	Large team Electrical Services (Installation Electrician Team Leader + 6 Electrical Installation Staff)	Per day	R 7 466.64	R 7 840.00	R 8 232.00	R 8 643.60	R 9 075.78	
A2.19	Large team Electrical Services (Installation Electrician Team Leader + 6 Electrical Installation Staff + Inclusive of Dedicated Project manager)	Per hour	R 1 076.19	R 1 130.00	R 1 186.50	R 1 245.83	R 1 308.12	
A2.20	Large team Electrical Services (Installation Electrician Team Leader + 6 I Electrical nstallation Staff + Inclusive of Dedicated Project manager)	Per day	R 8 609.52	R 9 039.39	R 9 491.99	R 9 966.59	R 10 464.00	
A2.21	Electrical Services Engineer – Specialist (Project Manager) Should preferably have experience in full project planning, design, implementation, and electrical infrastructure maintenance.	Per hour	R 630.00	R 661.50	R 694.58	R 729.30	R 765.77	
A2.22	Electrical Services Engineer – Specialist (Project Manager) Should preferably have experience in full project planning, design, implementation, and electrical infrastructure maintenance.	Per day	R 4 640.00	R 4 872.00	R 5 115.60	R 5 280.00	R 5 350.00	
A2.23	Light Passenger Vehicle for equipment removal (Vans less than 3500kg)	Per Kilometre	R 5.00	R 5.25	R 5.51	R 5.78	R 6.70	
A2.24	Medium Passenger vehicle for equipment removal (Medium Commercial Vehicle for Equipment removal Gross Mass (GVM 3501 to 8500kg)	Per Kilometre	R 6.10	R 6.38	R 6.40	R 6.72	R 7.05	
A2.25	Heavy vehicle with gross mass (GVM 8501 to 16500kg)	Per Kilometre	R 10.02	R 10.52	R 11.05	R 11.60	R 12.18	
A2.26	Project Manager	Per Day	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	
A2.27	Project Manager	Per hour	R 285.71	R 299.99	R 314.98	R 330.72	R 347.25	
A2.28	Structured Data Cabling Specialist	Per day	R 2 010.00	R 2 110.50	R 2 216.25	R 2 326.82	R 2 443.16	
A2.29	Structured Data Cabling Specialist	Per hour	R 366.67	R 385.00	R 404.25	R 424.46	R 445.68	

A3.1	Ad-hoc Installation/maintenance/repairs to UPS, Inverters, Components, and Electrical Including but not limited to; UPS and Inverters, Batteries, photovoltaic system, 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.	Mark up %						7.5%
A3.2	ad-hoc Installation/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.	Mark up %						7.5%
A3.3	ad-hoc Installation/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.	Mark up %						7.0%
A3.4	ad-hoc Installation/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.	Mark up %						7.5%

A3.5	ad-hoc Installation/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; G4,5, 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.	Mark up %							7.0%
A3.6	Supply and Installation/maintenance/repairs to Manholes □ Brickwork □ Brick force □ Concrete works (foundations) □ Sleeve entries □ Copings □ Roof works □ Installation of frames & covers □ Brackets □ Installation of Sump Equipment □ Reinstatements	Mark up %							7.5%
A3.7	Data Network Cable Reticulation Management Systems	Mark up %							6.0%
A3.8	Electrical Infrastructure Cabling and Components	Mark up %							6.0%
A3.9	Data Network Cabinets and Components	Mark up %							6.0%

A3.10	Civil Works & Core Drilling limited to: – Pipes) test) not limited to: In side walks in roadways including but not limited to: □ Materials for Trenching including but not □ Pilot Holes □ Wet cutting up to 40mm depth □ Engineering Difficulties (Hard Rock) □ Bedding – SNAS 1200 LB 1983 (Bedding □ Padding □ Backfill □ Trench tape □ Dynamic Cone Penetrometer test (DCP □ Shoring in > 1,5meter deep trenches □ Materials for Reinstatements including but □ G3 – G5 sub-base material □ Bitumen treated base layer (BTB) □ Prime coat gravel layer works (Bitumen) □ Continuously graded medium 20mm thick □ Continuously graded medium 40mm thick □ Via sealing joints (Bitumen) □ Paving □ Tiles □ Curbs □ Cobbles □ Grass □ Materials for Trenchless Technology	Mark up %						7.0%
A4.1	Junior team (Network Cabling Technician + Network Installer)	After Hours (Hourly rate)	R 350.00	R 367.50	R 393.23	R 420.75	R 450.20	
A4.2	Medium Team (Network Cabling Team Leader + 4 I Network Installation Staff)	After Hours (Hourly rate)	R 912.50	R 958.13	R 1 006.03	R 1 056.33	R 1 109.15	
A4.3	Medium team (Network Cabling Team Leader + 4 Network Installation Staff inclusive of Dedicated Project manager)	After Hours (Hourly rate)	R 1 126.79	R 1 183.13	R 1 242.28	R 1 304.40	R 1 369.62	
A4.4	Large team (Network Cabling Team Leader + 6 Network Cabling Installation Staff)	After Hours (Hourly rate)	R 1 237.50	R 1 299.38	R 1 364.34	R 1 432.56	R 1 504.19	
A4.5	Data Cabling – Data Centre Cabling Specialist	After Hours (Hourly rate)	R 550.00	R 577.50	R 632.50	R 712.50	R 798.80	
A4.6	Junior Electrical Services team (Installation Electrician + Installer)	After Hours (Hourly rate)	R 472.32	R 495.94	R 520.73	R 546.77	R 574.48	
A4.7	Small team Electrical Services (Installation Electrician + 4 Electrical Installation Staff)	After Hours (Hourly rate)	R 1 034.82	R 1 086.56	R 1 140.89	R 1 197.94	R 1 257.83	

A4.8	Medium team Electrical Services (Installation Electrician Team Leader + 4 Electrical Installation Staff inclusive of Dedicated Project manager)	After Hours (Hourly rate)	R 1 249.11	R 1 311.56	R 1 377.14	R 1 446.00	R 1 518.30	
A4.9	Large team Electrical Services (Installation Electrician Team Leader + 6 Electrical Installation Staff)	After Hours (Hourly rate)	R 1 409.82	R 1 480.31	R 1 554.33	R 1 632.04	R 1 713.65	
A4.10	Large team Electrical Services (Installation Electrician Team Leader + 6 Electrical Installation Staff + inclusive of Dedicated Project manager)	After Hours (Hourly rate)	R 1 624.11	R 1 705.31	R 1 790.58	R 1 880.11	R 1 974.11	
A4.11	Electrical Services Engineer – Specialist (Project Manager) Should preferably have experience in full project planning, design, implementation, and electrical infrastructure maintenance.	After Hours (Hourly rate)	R 945.00	R 992.25	R 1 041.86	R 1 093.96	R 1 148.65	
A4.12	Project Manager	After Hours (Hourly rate)	R 428.56	R 449.99	R 472.49	R 496.11	R 520.92	
A4.13	Structured Data Cabling Specialist.	After Hours (Hourly rate)	R 499.99	R 549.98	R 577.48	R 606.36	R 636.68	

C.5 SPECIFICATION(S)

5.1 BACKGROUND & PURPOSE OF THE TENDER

The purpose of this tender is to procure structured network cabling services and associated components in order to operate the existing network or any further expansion should there be a need to do so. This structured cabling infrastructure mainly supports the City's Local Area Network (LAN), Wi-Fi installations & Data Centre cabling, connecting 22000 online users. Imperatively, this is an adhoc tender (i.e. to be used as and when required by CCT) The sections that follow detail more specifically technical requirements the nature of the environment and what CCT will require.

On appointment, and subject to operational requirements, the contractor must deliver the required goods or services, whereby the order will always be placed with the main contractor, and if the main contractor is not able to deliver the items as specified within the timeframes given as per purchase order, the purchase order will be cancelled and placed with the alternative contractor. This is an Adhoc (as and when required) tender and CCT intends to use it for this purpose.

If the contractor is offering/proposing equivalent products, all equivalent products must be able to integrate into the existing solution seamlessly and with no disruption to the working environment. All associated costs related to equivalent products must be clearly stated in the contractor's offer. No additional costs will be considered and accepted at contract implementation stage. Equivalent products/solutions should not void existing install base warranty. All ambiguity must be clearly explained as part of the equivalent product/solution. This additional information must be provided with your tender submission. The service provider/contractor must fully explain equivalent solutions and state all assumptions upfront. It must be noted that any assumptions that are deemed by CCT as not fit for purpose may render the equivalent solution as non-responsive.

5.2 DEFINITIONS

Network Cabling Technician	A certification in Data Network Cabling
Network Cabling Installer	A certification in Data Network Cabling
Project manager	Project Management Professional (PMP) with Project Management Certification.
Network Cabling Team Leader	A certification in Data Network Cabling
Data Centre Cabling Specialist	Data Center Cabling Professional with certification in Telecommunications Cabling Distribution Systems
Installation Electrician	Qualified electrician with a Wireman's License Registered electrical Contracting Board of South Africa (E.C.B)
Electrical Installer	N4 / supporting of Qualified electrician with a Wireman's License Registered electrical Contracting Board of South Africa (E.C.B)
Electrical Team Leader	Qualified electrician with a Wireman's License – with Project Management experience Registered electrical Contracting Board of South Africa (E.C.B)
Electrical Services Engineer (Specialist)	Minimum formal Qualification "Bachelor of Engineering (BEng) in Electrical Engineering (minimum requirement) with relevant experience

37 (A) [redacted]

5.3 DETAILS AND SCOPE OF THE TENDER

The scope of the tender is detailed on the sections below.

Upon award, and when the need arises, the contractor will be requested to:

- Deliver or install as requested by the City.
- Supply and support and manage warranties of installed products/solutions.
- Provide OEM/Supplier support including OEM/Supplier support to resolve the failure/degradation on the work done.
- Make a team/technician available when requested (rates to be priced under ad-hoc services in the pricing schedule.
- Be an interface between the OEM or Supplier and City when an OEM or Supplier needs to be contacted for support.
- When requested, the contractor must supply an appropriate team to install and test the installation if working according to expectations of the City.
- The City will only pay as per what has been priced for in the pricing schedule please consider this when pricing to accommodate work that will be done after working hours (e.g. week-ends and afterwork hours if a need arises so as minimise service disruptions).

5.2.1 Data Network Copper Cabling and Components

The scope of work include the supply, maintaining and installation, and commissioning of data structured cabling systems as per industry standards. This Service encompasses all required infrastructure components, cable management, cable trays, conduits, network cabinets, patch panels, patch leads. Documentation including as-built diagrams, photo report, patching plan, test result reports, labelling and LAN cabling certification.

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

Components include 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
- CAT6 F/UTP 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
- 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 Moulded Patch Leads (1.2, 2.1Metre)
- CAT6A Small diameter Moulded Patch Leads (1.2, 5.0 Metre)
- CAT7 Moulded Patch Leads (1.2, 2.1Metre)
- CAT8 Moulded Patch Leads (1.2, 2.1Metre)
- CAT5e Moulded Fly Leads (3.0 – 30-Metres)
- 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
- CAT7A Patch Panels complete
- CAT6 Consolidation Modules options
- CAT6A Consolidation Modules options

Surge suppressor panels:

- Single Port Gigabit Inline Protector
- 1U 24 Port Gigabit Inline Protector
- 1U 24 Port POE Gigabit Inline Protector
- Gigabit POE outdoor Inline Protector

Cabling Adaptors / Accessories:

- RJ45 Termination Keystone CAT5-CAT8
- RJ45 Termination Keystone CAT6A+
- RJ45 Termination Keystone Shielded CAT6A+
- RJ45 Flush Mount Termination outlets
- RJ45 Consolidation points
- SMK1 single / double outlets
- Adaptor Mounting plates
- Faceplates RJ45 Wall Outlet Plates
- Floor Pedestals
- Flushmount Floor Units
- Desk data / power doc units
- Power Poles
- Cable Labelling accessories
- Graphoplast labelling
- Heat shrink
- Cable Ties, cable tags
- Warning labels
- Velcro strapping

5.2.2 Network Fibre Cabling and Components

The scope of work includes the supply and installation, and commissioning of indoor and outdoor fibre optic cabling systems. Supply and installation encompasses all components; single-mode and multi-mode fibre optic cables, HDD and Blown Fibre optic cabling, installed in campus environment multiple buildings and multiple floor buildings. This Service encompasses all required fibre optic infrastructure components such as cable management, cable trays, fibre ducts, fibre patch panels, labelling and documentation. Fusion splicing and termination of fibre cores including Bidirectional testing to ensure compliance with fibre optic practices. Documentation including as-built diagrams, photo report, routing, patching plan, test result reports, labelling.

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

Products include but not limited to:

- Fibre patch cords OEM3/OM4
- Fibre patch leads single mode
- Fibre pigtail and patch cords
- MPO solutions
- Plug-and-play cassettes MPO /OM3/ Single mode
- Array cables
- Blown Fibre single mode optic cable - Fiber Count: 12F, 24F, 48F, 72F, 96F, 144F
- Indoor Tight buffer cable multimode 62.5/125
- Indoor Tight buffer cable multimode 50/125
- Indoor Tight buffer cable multimode OEM3/OM4
- 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
- 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 Duct indoor
- Blown fibre Duct outdor
- Fibre cable management
- Identification labelling
- Warning labels

5.2.3 Data Network Cable Reticulation Management Systems

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

Products include but not limited to:

- Enclosures (indoor,outdoor and weatherproof),
- Galvanised and PVC conduit,
- Silicon edge sealing, Firewall sealing
- Metal floor channel,flush mount
- Cable and Reticulation Management Systems (e.g. Power Skirting ducting, EGA trunking, etc.)
- Overhead wire-mesh tray systems,
- 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

Data Network Cabinets and Components

The City currently has an installed base of Modrack Products. The product offering/s should be fully compatible or equivalent and must not invalidate the warranty of the existing installation. Components include but not limited to:

- Different heights and depths,
- Wall mounted,
- Floor standing,
- Weather proof
- 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 / 19inch brush panels,
- PDU power rails (16-32Amp),
- Airflow fans,
- Lighting for cabinets,
- Shelving options,
- Cage nuts and bolts
- Rubber antistatic flooring.

5.2.4 Electrical Cabling and Components

Please note that all components supplied should conform to the minimum related SABS standard/s. Products include but not limited to:

- Electrical Cable Routing,
- Electrical Cable Tray
- 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
- Electrical Power Poles

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

Upgrades include 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 Systems - UPS rating: 1 – 20 Kw
- Inverter systems - Inverter rating: 1 – 10KwH (approved NRS 097-2-1)
- Photovoltaic systems (approved NRS 097-2-1)
- Generator rating: 10 – 20kW
- Fire Protection system:
- Primary – Smoke detectors
- BMS Monitoring and Controls: Centralized BMS system with BMS marshalling cabinet for real- time monitoring.
- BMS active monitoring systems includes: Access control system,CCTV,Generator.

5.2.5 Civil Works

APPLICABLE STANDARDISED SPECIFICATIONS

The relevant standard specifications, but notwithstanding any other South African Bureau of Standards (SANS) applicable to the scope of works ;

The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. will apply to this contract. Where reference is made to the Standard Specifications in this contract, it shall mean the SANS 1200 Standardized Specifications for Civil Engineering Construction prepared by Standard South Africa, a division of the South African Bureau of Standards (SANS).

Provide current pricing in schedule (C4 PRICING SCHEDULE) for ALL components relating to (CIVIL WORKS) Trenching and all related costs, including but not limited to:

Please note that all components supplied should conform to the minimum related SABS standards; Civil Works Procedure and Requirements (SANS 2001-Construction Works Part DP3: Cable ducts).

Scope of works will include but not limited to;
Trenching, Manholes and Manhole covers, 110mm flexi pipe, Back filling and compacting, Bedding and Padding, Cutting tar or cement, Scanning, Drilling, Reinstatement of tar/cement and other related material;

Trenching

Products include 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

Re-instatements

Current re-instatements include 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

Trenchless Technology

Trenchless Technology include but not limited to:

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

Manholes

Typical Manhole installation include but not limited to:

- Prefabricated manholes
- Brickwork manholes
- Brick force
- Concrete works (foundations)
- Sleeve entries
- Copings
- Roof works
- Installation of frames and covers

- Brackets
- Installation of Sump equipment

Protection of Services (Cable Protection)

- Protection of services (concrete slabs / encasement) include but not limited to:

Remedial Civil Works Actions

Remedial civil works include but not limited to:

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

Please note that the teams as defined in the pricing tables will be required. As part of the quoting process. The City will verify the team to be allocated for the project in a form CVs and valid certification that must be supplied as part of the quote. As part of contract management and auditing, the City will have a right to request CV's and valid certification of allocated staff.

TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/Suppliers must note that wherever this document refers to any particular trademark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words "or equivalent".

6. EMPLOYMENT OF SECURITY PERSONNEL

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

7. FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[R450]** 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.

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

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 agreement. 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 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

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 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

 [redacted]

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the 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 termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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, and
d) Other requirements as detailed in the Contract.

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Servces 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 and/or Services by a competent representative duly authorised to execute instructions.

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

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

3.5.8 Complete and Deliver the goods 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 due 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 Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods 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.

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

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

5. 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 the 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 agreement and need not obtain the Supplier's permission to copy it 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 in terms of the agreement and the Purchaser hereby indemnifies the Supplier against any claim which may be made against it by any person / entity, 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 agreement within two (2) years of Delivery of the Goods, 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 agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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

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

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clasue 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

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

Add the following after clause 5.8:

5.9 **Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods 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 Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

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

11.2.1 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;

11.2.2 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;

11.2.3 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 Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

[11.2.4 In the case of Contracts for delivery of professional services, 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.]

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid as per manufacture's warranty from date of delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

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 Purchaser delegated authority 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 and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

Not Applicable

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are 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, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to 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 they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) 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 this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services as specified in the Purchase Order issued to the service provider on a case by case basis which will be discussed and agreed upon. The City shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty shall be as follows:

- **Penalty Point (PP) = 1% credit of the Purchase Order value (PO) per working day**

Example: 10- Penalty Points = 10% as a credit of the Purchase Order

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, No such penalties shall exceed 10% of the value of the PO concerned.

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for 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 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 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 the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

a) reports of poor governance and/or unethical behaviour;
b) association with known notorious individuals and family of notorious individuals;
c) poor performance issues, known to the Purchaser
d) negative social media reports;

e) adverse assurance (e.g. due diligence) report outcomes; or
f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

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 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

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 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

(a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;

(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 day delivery of delivery or the next Working Day,
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 Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender.

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is [redacted]

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

   1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

   1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

   1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

   1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

   1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

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

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

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or 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.

 [redacted]

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 as 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.

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

 [redacted]

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

 [redacted]

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.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Not Applicable

Broker Logo

Letterhead of supplier's Insurance Broker

Date ______________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: *280S/2024/25*

TENDER DESCRIPTION:

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ____________________

For: ____________________ *(Supplier's Insurance Broker)*

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.

7 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.

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied 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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

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

[redacted]

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
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												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

[redacted]

Annexure C - Pro Forma Performance Security/ Guarantee

Not Applicable

[redacted]

Annexure D - Pro Forma Advance Payment Guarantee

Not Applicable

Annexure F - Tender Returnable Documents

Not applicable

Schedule F.1: Contract Price Adjustment

Not Applicable

 [redacted]