

SERVICE DELIVERY AGREEMENT

between

CITY OF CAPE TOWN

and

CAPE TOWN STADIUM SOC (RF) LIMITED

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PARTIES:

This Agreement is made between:

- A. **The City of Cape Town**, a metropolitan municipality established in terms of section 12 of the Municipal Structures Act, in Provincial Notice 479 of 2000 and published in Provincial Gazette Extraordinary 5588 dated 22 September 2000 (the **City**); and
- B. Cape Town Stadium SOC (RF) Limited, a company registered in accordance with the laws of South Africa as a Municipal Entity of the City under number 2017/448432/30 (the Service Provider).

WHEREAS

The City wishes to appoint the Service Provider to provide certain Services to manage the Cape Stadium Functional Area in compliance with the Applicable Laws, on the terms and subject to the conditions set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, including the introduction above, and unless the context requires otherwise, the following words and expressions bear the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

- 1.1.1 Act means the Companies Act 71 of 2008 together with the Companies Regulations, 2011, as amended or substituted from time to time;
- 1.1.2 Agreement means this service delivery agreement, including schedules thereto;
- 1.1.3 Applicable Laws means collectively the King Report (where relevant and deemed appropriate by the Board), the MFMA, the Municipal Systems Act, the Municipal Structures Act and other laws specifically applicable to the Service Provider in providing the Services;
- 1.1.4 **Board** means the board of Directors from time to time of the Service Provider, or if there is only one Director, then that Director;
- 1.1.5 Budget means the budget and any adjustments budget to provide the Services and including all maintenance and capital expenditure;
- 1.1.6 Business Day means any day other than a Saturday, Sunday or statutory public holiday in the Republic;
- 1.1.7 **Business Plan** means the Service Provider's multi-year business plan in terms of section 87(5)(d) of the MFMA that:
- 1.1.7.1 sets key financial and non-financial performance objectives and measurement criteria as agreed with the City;

1.1.7.2	is consistent with the budget and integrated development plan of the City;
1.1.7.3	is consistent with any service delivery agreement or other agreement between the Service Provider and the City; and
1.1.7.4	reflects actual and potential liabilities and commitments, including particulars of any proposed borrowing of money during the period to which the plan relates;
1.1,8	Cape Town Stadium means the multi-purpose stadium situated at Fritz Sonnenberg Road, Green Point, Cape Town, 8051;
1.1.9	Capital Expenditure means expenditure incurred by parties to acquire or upgrade assets of a permanent nature and whose useful life exceeds one year;
1.1.10	City Support Services means the services to be provided by the City in terms of clause 13;
1.1.11	Claim means any claim of whatever nature and howsoever arising for payment or performance; including but not limited to:
1.1.11.1	a demand for something as due; and/or
1.1.11.2	a loss; and/or
1.1.11.3	damages; and/or
1.1.11.4	any assertion of a right to something.
1.1.12	Commencement Date means the commencement date of this Agreement being 1 February 2018;
1.1.13	Commission means the Companies and Intellectual Property Commission;
1.1.14	Confidential Information means all information in whatever form, directly or indirectly disclosed to the Receiving Party either before or subsequent to the Termination Date, or renewal period if applicable, relating to the Disclosing Party or relating to or arising from the Agreement, but information is not Confidential Information if:
1.1.14.1	it is or subsequently becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement;
1.1.14.2	either Party can establish to the reasonable satisfaction of the other Party that it obtained the information from a source not connected with the other Party and that the source is not under any obligation of confidence in respect of the information; or
1.1.14.3	the Parties agree in writing that it is not confidential;
1.1.15	Director means a member of the Board as contemplated in section 66 of the Act, or an alternate director, and includes any person occupying the position of a director or alternate director, by whatever name designated;



1.1.16 Disclosing Party means the Party disclosing Confidential Information, or on whose behalf Confidential Information is being disclosed, to the other Party or its representative; 1.1.17 Event Services Support means the support services provided by the City to the Service Provider including but not limited to safety and security, cleaning, health and transport services; 1.1.18 Executive Director means a Director that is involved in the management of the Service Provider and/or a full time salaried employee of the Service Provider; 1.1.19 Financial year means the period that the company uses for accounting purposes and preparing financial statements. The financial year of the company begins on 1 July and ends on 30 June. 1.1.20 Funding means the grant allocation funding to be provided to the Service Provider by the City for the duration of the Agreement from the Commencement Date; 1.1.21 Force Majeure shall include, but not be limited to, decrees of government, acts of God, or other concerted acts of workmen, fires, floods, explosions, riots, civil commotion, war, rebellion and sabotage; 1.1.22 Initial Period means the period of 36 (thirty six) months commencing from the Commencement Date: 1.1.23 King Report means the current King Report and King Code on Corporate Governance for South Africa, as amended, revised or replaced from time to time; 1.1.24 Lease Agreement means the lease agreement to be entered into between the Parties in respect of Cape Town Stadium and such other agreed areas; 1.1.25 Mayor means the executive mayor of the City or any acting executive mayor; 1.1.26 Municipal Entity shall have the meaning assigned to it in section 1 of the Municipal Systems Act, namely: 1.1.26.1 a private company, which the Municipal Systems Act defines as a company referred to in sections 19 and 20 of the Companies Act 61 of 1973: 1.1.26.1.1 established by one or more municipalities in terms of part 2 of the Municipal Systems Act; or 1.1.26.1.2 in which one or more municipalities have acquired or hold an interest in terms of part 2 of the Municipal Systems Act; 1.1.26.2 a service utility; or 1.1.26.3 a multi-jurisdictional service utility; Municipal Structures Act means the Local Government: Municipal Structures Act 117 of 1998, as 1.1.27 amended, including all regulations published in terms of it; 1.1.28 Municipal Systems Act means the Local Government: Municipal Systems Act 32 of 2000, as

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amended, including all regulations published in terms of it;

1.1.29 MFMA means the Local Government: Municipal Finance Management Act 56 of 2003, as amended, including all regulations published in terms of it; 1.1.30 Non-Executive Director means a Director that is not involved in the day to day management of the Service Provider, or a full time salaried employee of the Service Provider; 1.1.31 Parties means collectively the City and the Service Provider, and Party means either of them as the context may require; 1.1.32 Period means 50 (fifty) years from the Commencement Date together with any renewal thereof in terms of this Agreement; 1.1.33 R or Rand means the South African Rand, the lawful currency of South Africa; 1.1.34 Receiving Party means the Party to whom Confidential Information is disclosed or on whose behalf Confidential Information is acquired; Services means the services set out in Schedule B and all ancillary services required whether 1.1.35 stated or not to be rendered by the Service Provider or its sub-contractors as the case may be; 1.1.36 Signature Date means the last date on which this Agreement is signed by the Parties; 1.1.37 South Africa means the Republic of South Africa; 1.1.38 Termination Date means the date 50 (fifty) years after the Commencement Date, or such earlier date the Agreement is terminated on in terms of clause 20; and 1.1.39 VAT means value added tax levied in terms of the Value-Added Tax Act No. 89 of 1991 (as amended). 1.2 Interpretation 1.2.1 In addition to the definitions in clause 1.1, unless the context requires otherwise: 1.2.1.1 the singular shall include the plural and vice versa; 1.2.1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two: 1.2.1.3 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it; 1.2.1.4 references in this Agreement to "clauses" and "Schedules" are to clauses of, and schedules to this Agreement; and 1.2.1.5 the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply. 1.2.2 All the headings and sub-headings in this Agreement are for convenience only and are not to be



taken into account for the purposes of interpreting it.

2. APPOINTMENT

- 2.1 The City appoints the Service Provider, being its Municipal Entity, as an independent contractor to perform the Services relating to the Cope Stadium Functional Area for the duration of this Agreement.
- 2.2 The Service Provider acts as an independent contractor and this Agreement shall not be construed as creating any relationship of agency, partnership, joint venture or employment between the Parties.

DURATION

- 3.1 The Service Provider is appointed to render the Services for the Period and subject to the terms of the Lease Agreement.
- 3.2 The City may, in its sole discretion extend the Service Provider's appointment for a further period of 49 (forty nine) years or such other period as the Parties may agree in writing upon giving the Service Provider at least 60 (sixty) days' notice prior to the Termination Date. The terms set out in this Agreement, or any other terms agreed to between the Service Provider and the City in writing shall apply during the renewal period.

4. KEY PERFORMANCE INDICATORS AND PERFORMANCE ASSESSMENT

- 4.1 The Service Provider's key performance indicators will be set out in its Business Plan.
- 4.2 The key performance indicators will be agreed annually by the Parties, and be subject to review if so required due to unforeseen circumstances that will impact materially on the agreed key performance indicators.
- 4.3 Further, in terms of section 88 of the MFMA, the accounting officer of the Service Provider must by 20 January of each year assess the Service Provider's performance during the first half of the financial year and submit a report, that must be made public, on such assessment to the Board and the City.
- 4.4 The City will regulate the provision of the Services; and monitor and assess the implementation of the Agreement, including the performance of the Service Provider, in accordance with section 41 of the Municipal Systems Act.
- 4.5 In compliance with the Municipal Systems Act, the City must in terms of its performance management system and in accordance with any regulations and guidelines that may be prescribed:
- 4.5.1.1 monitor performance; and
- 4.5.1.2 measure and review performance at least once per year;
- 4.5.2 take steps to improve performance with regard to those development priorities and objectives where performance targets are not met; and
- 4.5.3 establish a process of regular reporting as per required legislation to;



- 4.5.3.1 the council, other political structures, political office bearers and staff of the municipality; and
- 4.5.3.2 the public and appropriate organs of state.
- 4.6 The Service Provider shall report to the City or its nominated representative in writing from time to time.

5. LIQUIDATION OR DISESTABLISHMENT

The City may liquidate and disestablish the Service Provider, being its Municipal Entity, in terms of section 93B(c) of the Municipal Systems Act:

- 5.1 following an annual performance review, if the performance of the Service Provider is unsatisfactory;
- 5.2 if the City does not impose a financial recovery plan in terms of the MFMA and the Service Provider continues to experience serious or persistent financial problems; or
- 5.3 if the City has terminated the Agreement or other agreement it had with the Service Provider.

6. REVIEW OF AGREEMENT

- 6.1 The City must review the Agreement in the following instance:
- 6.1.1 a performance evaluation in terms of clause 4 requires a review of the Agreement
- 6.1.2 the Agreement is anticipated to expire or be terminated within the next 12 (twelve) months: or
- 6.1.3 the Services are to be significantly changed and the amendments are not addressed in the Agreement.

7. FUNDING

- 7.1 The City shall provide the Funding in accordance with the agreed cash flow projections and in terms of an approved Budget.
- 7.2 The City shall provide City Support Services for the Initial Period being a period of 3 (three) years from the Commencement Date. Whether the City Supports Services will continue after the initial 3 year period will be renegotiate before the end of the three (3) year period.
- 7.3 The City shall annually provide the Service Provider with Funding to cover the Service Provider's operational expenditure in terms of the Budgeted Medium Term Revenue and Expenditure framework.
- 7.4 The Service Provider will be entitled to request the City to pay capital costs from the capital costs budget, which will be in addition to the Funding, for purposes of capital expenditure at the Cape Town Stadium.
- 7.5 The Service Provider shall sign a Service Level Agreement with the City for the implementation of any capital projects to be undertaken.



- 7.6 The Service Provider will request the amount of funding required annually in terms of the Budget submitted in terms of section 87 of the MFMA, to the City.
- 7.7 In terms of Section 87 of the MFMA, the Board must for each financial year submit a proposed Budget for the Service Provider to the City not later than 150 (one hundred and fifty) days before the start of the Service Provider's financial year or earlier if requested by the City which Budget will be considered and approved by the City with or without amendments.
- 7.8 Payment of the Funding or part thereof will be payable in accordance with the approved budget and will be dependent on the Service Provider's key performance indicators contained in clause 4.2 above.

8. COSTS AND EXPENDITURE

- 8.1 All capital expenditure will be for the City's account and funded as provided for in clause 7.1. This includes capital expenditure relating to infrastructure.
- 8.2 The capital expenditure in clause 8.1 shall be included in the Budget as provided for in clause 7.6.
- 8.3 If unforeseen circumstances arise which require further funding for infrastructure or maintenance costs, section 87 of the MFMA must be complied with, which includes the following:
- 8.3.1 the Board, with the approval of the Mayor, shall revise the Budget of the Service Provider;
- 8.3.2 the Mayor tabling the Budget of the Service Provider as approved by its Board, at the City's next council meeting
- 8.4 The Service Provider may only incur expenditure in accordance with the approved Budget.
- 8.5 In terms of section 29 of the MFMA, the Mayor may in emergency or other exceptional circumstances authorise unforeseeable and unavoidable expenditure for which no provision was made in the Budget.
- 8.6 The Service Provider will not be liable for rates,
- 8.7 The Service Provider to pay all service charges including water and electricity.
- 8.8 The City shall pay for use of the facilities including any of its invitees in terms of the Service Provider's standard rates, unless otherwise agreed by the Parties.

9. MAINTENANCE

- 9.1 The Service Provider will be responsible for all maintenance required to provide the Services at the Cape Town Stadium.
- 9.2 The City will impose maintenance standards on the Service Provider that will, inter alia, require the Service Provider to maintain the Cape Town Stadium in keeping with a world-class stadium.
- 9.3 Routine maintenance of infrastructure shall be attended to by the Service Provider in compliance with clause 8.

9.4 The Parties will agree a maintenance programme which will include a life cycle replacement model in respect of all assets and equipment which is attached as Schedule C.

10. STAFF

- 10.1 The City may in accordance with the Municipal Systems Act and applicable labour legislation, transfer or second any of its staff members to the Service Provider, with the consent of the staff member(s) concerned.
- The Parties have agreed that all staff currently employed at the Cape Town Stadium will remain as City employees, will be paid by the City and will receive their standard benefits including bonuses and leave pay.
- 10.3 The Service Provider may appoint such additional staff as may be required to render the Services, provided the appointments are in accordance with the Applicable Laws and policies of the Service Provider.
- 10.4 The Service Provider may appoint additional employees, or consultants that will not be employees of the City.
- 10.5 In the event that the Service Provider delivers a municipal service, no councillor or staff member of the City may share in any profits or improperly receive any benefits from the Service Provider providing a municipal service in terms of the Agreement as provided for in section 81(5) of the Municipal Systems Act.

11. CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER

- In accordance with section 93J of the Municipal Systems Act, the Board must appoint the Service Provider's chief executive officer who shall be accountable to the Board for the management of the Service Provider.
- 11.2 The chief executive officer appointed in terms of clause 11 shall be the accounting officer of the Municipal Entity as provided for in section 93 of the MFMA.
- 11.3 The Board will be obliged to consider the recommendations of the City when it appoints the chief executive officer and chief financial officer.

12. OBLIGATIONS OF THE SERVICE PROVIDER

- 12.1 The Service Provider shall be responsible for:
- 12.1.1 the operational planning, management and provision of the Services in the Cape Town Stadium Precinct and any extended area as agreed upon in writing between the Parties;
- 12.1.2 undertaking social and economic development that is directly related to the provision of the Services;
- 12.1.3 with the support of the City in clause 13.1.1, managing its own accounting, financial management, budgeting, investment and borrowing activities within a framework of



transparency, accountability, reporting and financial control determined by the City, subject to the MFMA:

- 12.1.4 taking cession of the City's existing service and lease contracts with regard to the Cape Town Stadium where possible;
- 12.1.5 concluding new maintenance service contracts with regard to the Cape Town Stadium Precinct when the relevant contracts in clause 12.1.4 expire;
- 12.1.6 setting fees in respect of the use of the facilities under its management
- 12.1.7 the collection of fees for its own account from users of the facilities;
- 12.1.8 complying with section 93H of the Municipal Systems Act which relates to the duties of Directors;
- 12.1.9 providing all reports required in terms of this Agreement and the MFMA; and
- 12.1.10 Compliance with the Safety at Sports and Recreational Events Act 2 of 2010.
- 12.2 The Service Provider shall provide the Services:
- 12.2.1 in a professional and workmanlike manner, with reasonable care, diligence and skill; and
- in a manner which is prompt, efficient, accurate, complete, appropriate, professional and competent, having due regard to the nature of the Services and the intended purpose thereof.
- 12.3 The service provider undertakes to make available to the City of Cape Town an area determined in the Record of Decision for the provision of a traders market. The terms and use of the traders market will be negotiated with the City in a separate agreement.
- 12.4 The Service Provider shall for the duration of this Agreement ensure that it and all of its subcontractors, in terms of clause 16, provide the Services in terms of the Applicable Laws.

13. OBLIGATIONS OF THE CITY

- 13.1 The City shall for the period of 3 years provide the following City Support Services at no cost to the Service Provider:
- a dedicated and prioritised support with regards to accounting, Brand Management and Communication, financial management and budgeting support, including utilization of the SAP (Systems, Applications and Products) System as used by the City, legal services and a dedicated company secretary or alternatively a budget to obtain the service;
- 13.1.2 a dedicated and prioritised service in regard to human resource management support, as well as internal audit and risk management support including oversight over the Service Provider's audit committee.
- 13.2 The City shall provide Event Support Services which will be for the Service Provider's account and will be funded as provided for in clause 7.3.



- 13.3 The City undertakes to appoint a market operator to manage the traders market and the City undertakes to cover all costs in respect of the functioning of the traders market. A separate agreement referred to in clause 12.3 will be entered into.
- 13.4 The City shall:
- 13.4.1 notify the Service Provider timeously of any changes or anticipated changes relating to the Services; and
- 13.4.2 notify the Service Provider, in writing, of any performance concerns and allow sufficient time for the Service Provider to respond and correct areas of concerns.

14. SUPPLY CHAIN MANAGEMENT

- 14.1 The Service Provider will have its own systems and committees to comply with its supply chain management policies in accordance with the Applicable Laws.
- 14.2 The City will provide the Service Provider with dedicated and prioritised support in regards of technical and operational support that will assist the Service Provider to give effect to clause 14.1.

CONSENT

- 15.1 The Service Provider shall obtain the prior written consent of the City in respect of:
- 15.1.1 entering into any lease or subleases with a duration of longer than 3 (three) months in respect of the areas within the Cape Stadium Functional Area further subject to compliance with the Municipal Asset Transfer Regulations;
- 15.1.2 negotiating with a proposed premier anchor tenant for the Cape Town Stadium which agreement will be subject to clause 15.1.1;
- 15.1.3 any naming rights of the Cape Stadium Functional Area;
- 15.1.4 advertising restrictions in terms of the advertising by-laws including the Outdoor Advertising and Signage By-Law (as amended from time to time); and
- 15.1.5 the use of the City's copyrights, trademarks or logo's.

16. SUBCONTRACTORS

- 16.1 The Service Provider may sub-contract certain of the Services to third parties under subcontracts entered into by the Service Provider, in its own name.
- 16.2 Should the Service Provider wish to subcontract with third parties, the approval of the City shall not be required other than in terms of clause 15 above and as follows:
- 16.2.1 the approval shall be requested by the Service Provider in writing and be supported by such information as may be reasonably required by the City to make an informed decision; and
- 16.2.2 such approval shall not be unreasonably withheld or delayed by the City.



16.3 Notwithstanding the City approval under clause 16.1, the Service Provider shall remain fully responsible for the proper performance of the Services in accordance with the terms of this Agreement and the Service Provider shall ensure that all parties engaged in the provision of the Services render such services in accordance with the terms of this Agreement.

17. EVENTS

Events held within the Cape Stadium Functional Area must comply with the Applicable Laws, including the City's Events By-Law (as amended from time to time) and the Safety at Sports and Recreational Events Act 2 of 2010.

18. TAXES

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- 18.1 For purposes of this clause 18, **Tax** shall mean any tax, levy, impost, duty or other charge or withholding of a similar nature, including any related penalty or interest payable in connection with any failure or any delay in paying any of the same, paid or payable under the relevant tax laws imposed by the relevant authority within South Africa with respect to the execution or delivery of this Agreement.
- 18.2 Save for any VAT which may be payable by the City under and pursuant to this Agreement, the Service Provider indemnifies the City for any Tax or other government charges (however denominated) due or payable, imposed by the relevant authority within South Africa with respect to the execution and delivery of this Agreement.

19. LIABILITY AND INDEMNITY

- 19.1 The Company hereby indemnifies and agrees to hold the City harmless from and against any loss, damage or injury caused or sustained by any wilful or negligent act or omission on the part of the Company arising from the rendering of the Services in terms of this Agreement.
- 19.2 The Company, in consultation with the City, shall take out and maintain for the duration of this Agreement adequate liability insurance for such an amount as will provide the Company and the City indemnity in respect of all claims which may be made against the City and/or the Company the rendering of the Services or implementation of this Agreement.
- 19.3 The City shall, as soon as reasonably possible, notify the Company upon receipt of information of the occurrence of any damages, or the receipt of any claim or demand for or against which the Company is *prima facie* liable to indemnify the City in terms hereof. The Company shall be entitled to defend any claim made and the City shall assist the Company fully in such defence in order to enjoy any indemnity under this clause.
- In the event of a dispute between the parties as to whether the occurrence of any event relates to an event in terms of which the one is liable to indemnify the other in terms of this clause, either party shall, in its sole discretion, be entitled to refer the indemnity dispute to arbitration in accordance with the dispute resolution clause 27.
- 19.5 If the indemnity dispute is decided in favour of one party, the other shall refund to the amount of the claim as ordered together with such legal costs as that party may have incurred (it being the

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intention that the innocent party shall refund to other the actual legal costs incurred subject only to said amounts not exceeding the maximum amount as may be permitted to be charged by the attorneys in accordance with the highest applicable tariff stipulated by the Law Society of South Africa or its successor from time to time) together with interest from date of payment of the claim as ordered or settled, to date of payment by the other party.

20. TERMINATION

- 20.1 If the Service Provider breaches any of the provisions of this Agreement and remains in default for a period of 14 (fourteen) days after receipt by the Service Provider of written notice from the City calling for such breach to be remedied, the City shall be entitled, without prejudice to any other contractual or common law rights it may have, to terminate this Agreement immediately on written notice to the Service Provider.
- 20.2 Notwithstanding anything else contained in this Agreement, the City shall, in its sole discretion and at any time, be entitled to terminate this Agreement on 6 (six) months written notice to the Service Provider.
- 20.3 Upon termination of this Agreement for any reason, the Service Provider shall:
- 20.3.1 promptly provide the City with all information to enable the City's personnel, or that of any third party nominated by the City, to fully and effectively take over the Services and shall generally cooperate with the City to facilitate a smooth, efficient, uninterrupted, and effective take-over of the Services; and
- 20.3.2 deliver to the City all of the results of the Services which are capable of being delivered either in hard copy and/or in electronic format and return to the City all keys or other instrument/s of any nature whatsoever furnished to the Service Provider in connection with the Services.
- 20.4 In the event of termination all agreements with third parties will be ceded by the Service Provider to the City.

21. CONFIDENTIALITY

- 21.1 In terms of section 84(3) of the Municipal Systems Act, the City must:
- 21.1.1 make copies of the Agreement available at its offices for public inspection during office hours; and
- 21.1.2 give notice in the media of:
- 21.1.2.1 particulars of the Services that will be provided under the Agreement;
- 21.1.2.2 the name of the Service Provider, and
- 21.1.2.3 the place where and the period for which copies of the Agreement are available for public inspection.



- 21.2 Other than provided for in clause 21.1, the Parties undertake not to issue any press release or make any public announcement concerning the Agreement and/or anything relating to the Services, unless:
- 21.2.1 the Parties have agreed in writing thereto; and
- 21.2.2 such press release is issued and/or public announcement is made jointly by all the Parties.
- 21.3 It is recorded that pursuant to this Agreement the Parties will have direct access to and may acquire Confidential Information.
- 21.4 Each Receiving Party hereby irrevocably undertakes to and in favour of the Disclosing Party that it shall at all times:
- 21.4.1 keep and safeguard the Confidential Information as private and confidential and shall not disclose it except with the prior written consent of the Disclosing Party and then only to the extent authorised by such consent;
- 21.4.2 disclose the Confidential Information only to those of its directors, officers, advisors, employees or subcontractors who need to know the Confidential Information for the purpose rendering the Services and who have been informed, prior to such disclosure, of these confidentiality undertakings;
- 21.4.3 be fully liable for any disclosure of the Confidential Information resulting from the actions or omissions of any of its directors, officers, advisors or employees; and
- 21.4.4 not itself utilise any such Confidential information for any purposes whatsoever, except for the purposes contemplated in the Agreement.
- 21.5 Notwithstanding the provisions of this clause 21, disclosure may be made by a Receiving Party if it is strictly required to do so by law, provided that the Receiving Party has given the Disclosing Party reasonable notice in writing of its intention to disclose such information stating the grounds on which it is required to so by law.
- 21.6 The Receiving Party shall return or destroy all of the original Confidential Information and any copies and reproductions, both written and electronic, in its possession and in the possession of any third party to whom it has disclosed such Confidential Information as contemplated in clause 21.4.2:
- 21.6.1 at any time upon the Disclosing Party giving written notice to do so; and/or
- 21.6.2 within 14 (fourteen) days of the Termination Date.

22. FORCE MAJEURE

22.1 If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement from any cause beyond the reasonable control of that Party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss of damages either general, special



or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall within 48 (forty-eight) hours of the occurrence constituting Force Majeure be given of any such inability to perform by the affected Party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such Force Majeure.

- 22.2 Either Party invoking Force Majeure shall use its best endeavours to terminate the circumstances giving rise to Force Majeure and upon termination of the circumstances giving rise thereto, shall forthwith give written notice thereof to the other Party.
- 22.3 The Parties agree that, in the event that Force Majeure occurs as contemplated herein, the duration of this Agreement shall be extended by the period for which such Force Majeure continues.

23. GENERAL

23.1 Communications between the Parties

All notices, demands and other oral or written communications given or made by or on behalf of either of the Parties to the other Party shall be in English or accompanied by a certified translation into English.

23.2 Remedies

Subject to the provisions of clause 20 above, no remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy is cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The election of any one or more remedies by either of the Parties does not constitute a waiver by such Party of the right to pursue any other remedy.

23.3 **Entire Agreement**

- 23.3.1 This Agreement constitutes the entire agreement between the Parties in regard to its subject
- 23.3.2 Neither of the Parties shall have any claim or right of action arising from any underaking, representation nor warranty not included in this Agreement.

23.4 Variations

No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of both the Parties. The term 'in writing' and 'signed' specifically exclude electronic forms of acceptance or variation (as defined in ECTA)

23.5 No Waiver

- 23.5.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and is not deemed a waiver of any subsequent breach or default.
- 23.5.2 A failure to exercise or a delay by a Party in exercising any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor does it





prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

23.6 Survival of Rights, Duties and Obligations

Termination or expiry of this Agreement for any cause does not release either Party from any liability which at the time of termination or expiry has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination or expiry.

23.7 Severance

If any provision of this Agreement that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisciction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and unenforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

23.8 Assignment

Save as permitted by the provisions of this Agreement, the Service Provider may not cede any of the Service Provider's rights or delegate any of the Service Provider's obligations under this Agreement without first obtaining the written approval of the City.

23.9 Counterparts

This Agreement may be signed in any number of counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

23.10 Applicable law

This Agreement is governed by and shall be construed in accordance with the laws of South Africa.

23.11 General Co-operation

The Parties shall co-operate with each other and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be necessary or reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

23.12 Rights of Third Parties

This is an agreement between the Parties only and no rights are stipulated for the benefit of any third party.

23.13 Supersession

This Agreement cancels and supersedes the terms and conditions of all prior negotiations and agreements between the Parties.





24. ADDRESSES FOR LEGAL PROCESSES AND NOTICES

24.1 The Parties choose for the purposes of this Agreement the following addresses and email addresses:

City

City of Cape Town

12 Hertzog Boulevard

Cape Town

8000

Email address: kevin.jacoby@capetown.gov.za

Marked for the attention of Chief Financial Officer

Service Provider

Cape Town Stadium (RF) SOC LTD

1 Fritz Sonnenburg Road

Green Point

Cape Town

8051

Email address: Lesley.dereuck@capetown.gov.za

Marked for the attention of Chief Executive Officer

- Any legal process to be served on any of the Parties may be served on it at the address specified for it in clause 24.1 and it chooses that address as its domicilium citandi et executandi for all purposes under this Agreement.
- Any notice or other communication to be given to any of the Parties in terms of this Agreement is valid and effective only if it is given in writing, provided that any notice given by email is regarded for this purpose as having been given in writing.
- A notice to any Party which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 24.1 is deemed to have been received within 10 (ten) days from the date it was posted, or which is delivered to the Party by hand at that address is deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 24.5 Each notice by email to a Party at the email address specified for it in clause 24.1 is deemed to have been received within 4 (four) hours of transmission if it is transmitted during normal business hours of the receiving Party or within 2 (two) hours of the beginning of the next Business Day at the destination after it is transmitted, if it is transmitted outside those business hours.



- A notice to any Party which is sent by overnight courier in a correctly addressed envelope to the address specified for it in clause 24.1 is deemed to have been received on the Business Day following the date it is sent.
- 24.7 Notwithstanding anything to the contrary in this clause 24, a written notice or other communication actually received by any Party is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- Any Party may by written notice to the other Parties change its address or email address for the purposes of clause 24.1 to any other address, other than a post office box number, provided that the change will become effective on the day following receipt of the notice.

25. COSTS

Each Party shall bear its own costs and expenses incurred by it in connection with the negotiation and preparation of this Agreement.

26. SURVIVAL OF CLAUSES

The provisions of clauses 21, 24, 25 and 27 shall survive the termination or expiry of this Agreement.

27. DISPUTE RESOLUTION

- 27.1 In the event of any dispute arising out of or relating to this Agreement, or its breach, termination or invalidity then, subject to section 109 of the Municipal Systems Act, either Party may give written notice (the **Dispute Notice**) to the other Party to initiate the procedure set out below.
- The Parties shall first use all reasonable endeavours to resolve the dispute amicably within a period of 5 (five) Business Days, or such longer period as may be agreed between the Parties, from the date on which the dispute arose.
- 27.3 The Parties shall then endeavour to settle the dispute by mediation by referring it to an accredited mediator agreed to by the Parties.
- 27.4 If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) days of the Dispute Notice either Party may refer the dispute to arbitration.
- 27.5 The Parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) days of the exhaustion of the period referred to in clause 27.4, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.
- 27.6 The appointing authority in terms of the UNCITRAL Arbitration Rues shall be the Association of Arbitrators (Southern Africa).
- 27.7 Unless agreed otherwise the mediation and the arbitration shall be administered by the Parties.
- 27.8 The number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).
- 27.9 The place of the mediation and the arbitration shall be Cape Town, South Africa.

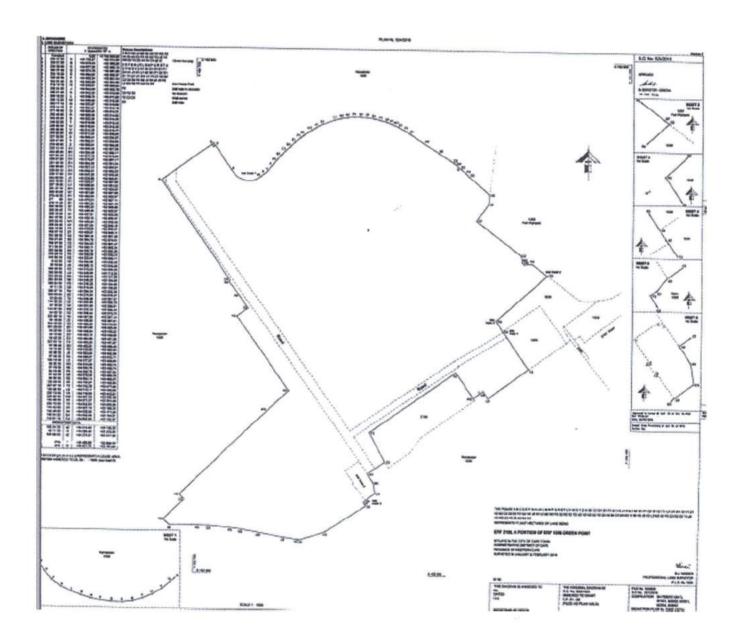
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Court of competent jurisdiction and to this end the Parties hereby consent to the jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town. Cape Town Civic Centre 15 November DATED AT ON THIS THE DAY OF 2018 AS WITNESSES: FOR: CITY OF CAPE TOWN 1. 2. Name of Signatory: chief financial officer Capacity of Signatory: DATED AT CTStadium ON THIS THE Monday DAY OF 10 December AS WITNESSES: FOR: CAPE TOWN STADUM SOC (RF) LIMITED 1. 2. Who warrants that he is duly authorised thereto Name of Signatory: Capacity of Signatory:

Nothing in this clause 27 shall preclude any Party from seeking interim and/or urgent relief from a

27.10

SCHEDULE A CAPE TOWN STADIUM FUNCTIONAL AREA





SCHEDULE B SCOPE OF SERVICES

1. Interpretation

Words and expressions defined in the main body of this Agreement, whenever used in this Schedule B, shall have the same meanings as those assigned to them in the main body of this Agreement.

2. Services

2.1 The Service Provider shall manage and operate the Cape Town Stadium Precinct by providing:

2.1.1 General facility operations

Asset management and maintenance; ICT services and infrastructure support (ticketing, advertising, audio-visual, etc.); safety and security; capital refurbishment and investment projects.

2.1.2 <u>Events and entertainment services management</u>

Bowl and non-bowl event scheduling; planning and execution; development and hosting of signature events; managing of events industry and service provider requirements; events leveraging and bidding processes, etc.

2.1.3 <u>Commercialisation, marketing and hospitality management</u>

Advertising; merchandising; supplier and pouring rights; ticketing; hospitality; sponsorships; tourism; marketing of bowl and non-bowl facilities; property development and management; commercial legal services.

2.1.4 <u>Finance, legal and administration management</u>

Establishment and management of structures, systems and processes with regards to finance, revenue and expenditure, legal, governance and administration and such additional services as the City may require from time to time.



SCHEDULE C MAINTENANCE PROGRAMME



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Application	1 440	1 440	1 440	1 440	1 440	1 440	1 440	1 440	1 440	1 440	1 440	1 440	17 280				T
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Aedia Convertor	8 346	8 346	8 346	8 346	8346	8345	8346	8.346	8346	8 346	8 346	8 346	100 148				T
fectronic Messaging & signage workstation	3366	3366	3 3 6 6	3 356	3366	3366	3366	3366	3 366	3 366	3366	42.917	79 939				T
atellite and DVB decoder cards	1 472	1 472	1 472	1 472	1 472	1 472	1 472	1 472	1 472	1 472	1 472	1 472	17 670				T
atellite dish and fibre converter	491	491	491	491	491	491	491	164	491	167	491	167	2 890				T
lardware: Output - Video (display)		0.000					1000000				7000000		The state of the s				П
CD Screens	7 014	7.014	7 014	7.014	7 014	7014	7014	7.014	7 014	7.014	7014	7014	84 168				T
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PTV software	9 629	679 6	9 629	9 629	9 629	9 629	9 629	9 629	9 629	9 629	9 629	9 629	115 542				П
PA System										-							T
ardware: Front-end equipment & processing																	1
Acrophones	864	864	864	864	864	864	864	864	864	864	864	864	10 368				
D/D/D	420	420	420	420	420	420	420	420	420	420	420	420	5 040				
Mixing console	480	480	480	490	480	480	480	480	480	480	480	480	5 760				Г
Cobranet controllers	2 040	2040	2 040	2 040	2 040	2 040	2040	2 040	2 040	2 040	2 040	2 040	24 480				
mplifier (Crest, 2-channel: ethernet input)	9 792	9 792	9 792	9 792	9 792	9 792	9 792	9 792	9.792	9 792	9 792	9 792	117 504				
lardware: Output - Audio	0																
oudspeaker	10416	10 416	10 416	10 416	10 416	10 416	10.416	10416	10 416	10 416	10416	10416	124 992				
earing aid system	420	420	420	420	420	420	420	420	420	420	420	420	5 040				П
offware																	
pplications	1 140	1 140	1 140	1 140	1 140	1 140	1 140	1 140	1 140	1 140	1 140	1 140	13 680				T
LED Scoreboards												1					T
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ED Scoreboords (Electronic Signs)	1 440	1 440	1 440	440	1 440	1 440	1440	440	1 440	1 440	1 440	1 440	17 280				T
onware		007	200	9	Ş	ACC.	2006	Ook	001	COL	OOL	902	0770				T
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ED Signs	1 200	1 300	1 300	1 200	1 200	1.300	1 200	1 200	1 270	1 200	1 200	1 200	14 400				Τ
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Audio Visual Conferencina Fauioment																	Ī
ardware																	Г
rojectors	1.847	1 847	1 847	1.847	1847	1 847	1.847	1.847	1.847	1.847	1 847	1 847	22 162				Γ
rojector Liffs	590	590	590	290	590	590	290	590	290	280	280	290	7.086				Г
rojector Screens	886	886	886	988	886	989	886	886	886	886	886	886	10 629				Г
peakers	1771	1771	1771	1.77.1	1 77 1	1 771	1.77.1	1.77.1	1 77 1	1771	1771	1771	21 258		STATE OF THE PARTY		
mplifers	923	923	923	923	923	923	923	923	923	923	923	923	11 081				
Corrective Maintenance	20 000	20 000	20 000	20 000	20 000	50 000	20 000	20 000	80 000	50 000	20 000	20 000	000 009	2 565 726			П
Emergency Maintenance													0				
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AUDIO VISUAL TOTAL	210 515	210 215	210 515	210 515	210 515	210 515	210 515	210 515	210 515	210 515	210 515	250 066	2 565 726	2 565 726			7



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Fire N18.00423-F1																
Fire Detection																
Moster Fire Control Papel	47B	4.78	81.7	247	7.78	7.70	7.70	92.7	6.10	96.7	0	9	0.140			
ire Control Panel	678	678	678	678	678	678	678	878	678	678	678	678	8 141			
Amplifier Fire panel	2 442	2 442	2 442	2 442	2 442	2 442	2 442	2 442	2442	2 442	2 442	2 442	29 309			
freman's Phone Master	136	136	136	136	136	136	136	136	136	136	136	136	1 628			
8MS Integration	136	136	136	136	136	136	136	136	136	136	136	136	1631			
REMRAD system	2 266	2 266	2 266	2 266	2 266	2 266	2 2 6 6	2 266	2 266	2 266	2 2 6 6	2 266	27 190			
AN interface	136	28	136	138	136	136	136	136	136	136	136	136	1 628			
AInterface	136	136	136	136	136	136	136	136	136	136	136	136	1 628			
Satteries	136	136	136	136	136	136	136	136	136	136	136	136	1 628			
Hardware: Fleid/Devices	0	100000			200000				0.00000							
Controller Modules (in junction boxes & 4x2 boxes	4 071	4 071	4 071	4.071	4 07 1	4 07 1	4 071	4071	4 071	4 071	4 07 1	4 071	48 857			
freman's felephone system units	136	136	136	136	136	136	136	136	-38	136	136	136	1 629			
Heat Defectors	217	217	217	217	217	217	217	217	217	217	217	217	2 605			
Oplical belectors	13 566	13.566	13 566	13 566	13 556	13 566	13 566	13.566	13 566	13 566	13 566	13 566	162 796			
steak Glass units	4 00 0	4000	4000	4900	5 554	5 50 6	5064	5 5 6 4	5 564	5 564	5 564	5 564	66 773	No. of the last		
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Appointment application box soil	20 04 0	0 0	2 6 6	20 40 6	2 180	2 0	2010	0 00	2 5	50 00	13 102	2 0	13/ 7//		_	
/ESDA	478	478	4 500	7 900	2,000	479	478	2002	6002	2007	2 003	0007	31 204			
unnel Alorm System	878	670	0/0	0/0	0,0	0/0	0/0	0/0	0/0	070	0/0	0/0	0 0			
Hardware: Gas Suppression	0 0	ò	0/0	o ò	0/0	0	0/0	0/0	0/0	0/0	0/0	0/0	0			
Jandalone	2 605	2 605	2 605	2 605	2 605	2 605	2 605	2 605	2 605	2 605	2 605	2 605	31 264			
ntegrated with EST network	1 100	1 100	1 100	1 100	100	1 100	1 100	1 100	1 100	81	001 -	001	13 201			
Hardware: Transmission/Cabling										1)					
Detectors & Audio EVAC	4 071	4071	4 071	4 071	4 071	4 071	4.071	4071	4.071	4 071	4 071	1707	AR RAG			
Software	0	ì	5		i i	5	;				5		1			
Configuration and Management Software	407	407	707	407	407	407	407	407	402	407	402	407	4 885			
Fire Protection System																
Diesel & Electric pump sets								_	_							
Weekly testing of the pump set as per section 3 of	12 825	12 825	12 825	12 825	12 825	12 825	12 825	12 825	12 825	12 825	12 825	12 825	153 895			
Diesel engine to be maintained in accordance w	13 581	13 581	13.581	13.581	13.581	13.581	13 581	13.581	13 581	13.581	13 581	13 581	162 972			
Check system for leaks	13 592	13 592	13 592	13 592	13 592	13 592	13 592	13 592	13 592	13 592	13.592	13 592	163 104			
Check system operating pressure	0	0	0	0	0	0	0	0	0	0	0	0	0			
Check pump for noisy operation	0	0	0	0	0	a	0	0	0	0	0	0	0			
lockey pumps	0 (0 (0	0	0	0	0	0	0	0	0	0	0			
decinical pariets	0 0	0	0	0	0	0	0	0	0	0	0	0.	•			
Automatic Sprinkler System	0 (-		,	1											
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Vater Tanks	5.67	567	247	247	1.557	567	567	567	243	6171	1 1 1 1	27.7	705 OY			
Portable Fire Extinguishers	0	ò	ŝ	Š	ò	200	ò	Sp.	000	ò	200	/05	000			
Skg	4 448	4 448	4 448	4 448	4 448	4 448	4 448	4 448	4 448	4 448	4 448	4 448	53 376		1	
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Access										_						
Hardware: CCTV System	_															
Dedicated CCTV workstations	156	154	25	751	156	156	3,5	156	154	751	251	751	1 844			
ídeo Manitors	797	467	467	467	467	467	467	467	267	467	467	447	900 1			
fideo wall monitors	311	311	311	311	311	311	311	311	311	311	150	311	3 733			
Hardware: Camera Equipment	0		11000	i i											_	
ligh Speed Dome	1 089	1 089	1 089	1 089	1 089	1 089	1 089	1 089	1.089	1 089	1 069	1 089	13 066			
an, Tilt, Zoam (PTZ)	467	467	467	467	467	467	467	467	467	467	467	467	2 900			
latic Camera	1815	1815	1815	1815	1815	1815	1815	1 815	1 815	1815	1815	815	21 775	THE PERSON NAMED IN		
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national and Storong devices	C C	0	000	907.0	0	9	000									
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Software	0			-		-			-		-					
Naco Management system sonware Remote Viewing clients	0830	830	0.00	058	OES C	0830	830	830	830		0880	830	4 755			
Intelligent VMD Software	2 592	2 592	2 592	2 592	2 592	2 592	CI		2 592	2 592		CI	31 108			
Video software development lät	0	0	0	0	0	0		0		0			0			
IP license	207	202	207	202	207	207	20	207	8	207	Ø	R	2 489			
ACS -1200	0 0	0	0	0	0	0	0	0	0	0	0	0	0			
Credential	3 862	3 862	3.842	3 862	3 862	3 862		3.862	3 862	3 862	3 862	3862	146 341			
Door Monitor	3 676	3 676	3 676	3 676	3 676	3 676	(6)	3 676	3 676	3 676	(1)		44 116			
BGU - ACS	788	788	788	788	788	788		788	788	788			9 454			
Battery sets - Schneider controller backup	4 355	4 355	4 355	4 355	4 355	4 355	व	4 355	4 355	4 355	4	4 355	52 260			
Battery sets - Vingcard	82	82	82	82		82		82	82	82			066			
Controllers	17 419	17 419	17 419	17 419	17.	17 419		17 419	17 419	17 419	17.	17.4	209 030			
Vingcard workstation	82	82	82	82	82	82	82	82	82	82	82	82	066			
VingCard Encoder	82	82	82	82	82	82		82	82	82	82		066			
Verification and Actuators	0			-	0.00	2.000		- September	0.000							
RFID Readers	958	958	958	958	958	958	958	958	958	928	958					
Pushbutton	958	9.58	958	958	958	956		958	958	956						
Magnetic Lock	958	958	958	958	928	928	958	958	958	958			11 492			
Electronic Locks for hospitality industry (Vingcard)	398	398	398	398	398	398		398	398	398		398	4779			
Roller Shutter	957	457	957	957	457	957	196	156	622	957	957		11 484			
Stand alone Chubb locks	494	494	494	494	494	767		494	494	494	494		5 930			
Add On Modules	0															
Card Production System	46	46	46	46	46	46	49	46	46	46	46		929			
Visitor Enrollment System	46	46	46	46	45	46	46	46	46	46	46	46	929			
Software	0															
Access Control System	741	741	741	741	741	741		741	741	741	741	741	8 895			
VingCard Software	82	82	82	82	82	82	82	82	82	82	82	82	066			
SQL database	4 560	4 560	4 560	4 560	4 560	4 560		4 560	4 560	4 560	4 560	4 560	54 726			
RFIQ Tracking Software (Key & Fire Extinguishers)	11 996	11 996	11 996	11 996	11 996	11 996	11996	11 996	11 996	11 996	11 996	-	143 948			
System generated reporting	185	185	185	185	185	185		185	185	185	185	185	2 224			
ZEAG Parking	0	0	0	0	0	0	0	0	0	0	0		0			
Hardware: Parking Control System	0															
Entrance control station	832	832	832	832	832	832		832	832	832			9 983			
Exit control station	832	832	832	832	832	832		832	832	832			9 983			
Automatic Pay station	962	962	962	296	296	896		962	296	962			11 542			
Parking Intercom call station	3 355	3355	3355	3 355	3 355	3 355	3355	3355	3 355	3 355	3 355	3355				
Workstations	333	333	333	333	333	333		333	333	333			3 995			
Software	0															
Management System Software	133	133	133	133	133	133	133	133	133	133	133	133	1 598			
Peripheral station software	133	133	133	133	133	133	133	133	133	133	133		1 598			
Database	33	133	133	133	133	133	133	133	133	133	133		1 598			
Turnstile - SidData and Turnstar	0															
Hardware	0														TIC.	
Tumstile	8 23	8 123	8 123	8 123	8 123	8 123	8 123	8 123	8 123	8 123	8 123	812	97 479			
Tumstile Control Dox array	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0			
	5		5	>		5	0	>	5	5		3				
Software	0															
Configuration and reporting Software	0	0	0	0	0	0	0	0	0	0	0	0	0			
Database	0	0	0	0	0	0	0	0	0	0	0	0	0			
Mechanical Doors																
Roller Doors	0.0000000	STRONG STRONG	90150505A	S/ACTIONS		0.0000000000000000000000000000000000000			200							
Electric & Chain	8 090	8 090	8 090	8 090	8 090	8 090	8 090	8 090	8 090	8 090	8 090	8 090	97 079			
Silding doors		0	D	ō	D	0	0	0	٥	0	0	0	0			
Silding Doors																
Automatic Silaing Doors	1916	1916	1916	9161	1916	1916	1916	1916	9161	1916	9161	19161	22 994	1 200 000		
Coreciive Manierance	189 401	167 401	167 401	107 401	187 401	104 491	187 401	105.401	167 401	184 481	182 401	102 401	6107/77	4/0/ /0/		
Events								-					0 0			
FIRE & ACCESS TOTAL	394 830	394 830	394 830	394 830	394 830	394 830	394 830	394 830	394 830	394 830	394 830	394 830	4 737 954	4 737 954		
ELECTRONICS & ICT TOTAL	605 344	405 344	605 344	605 344	605 344	405 344	505 344	605 344	197 344	605 344	555 364	564 895	7 303 ARD	7 303 680		
	100000000000000000000000000000000000000	and the same of th		The state of the s		and the second		and the second					- Control of the cont			





FACILITES MANAGEMENT	705	200	350	3	NON	OES.	JAN	93	MAK	AFK	MAT	JON	ACTUAL (Exct VAT)	2018	expeciancy	
Power N18.03424-PO								- 1711-0								
Contract																
Contracts Administration					-	_		_			-	-	12			
Fluorescent Type Luminaires	5 160	5 160			5 160	091 \$ 160				5160	5 160	5 160	61 920			
Incandescent Luminaires	1 000	000					000 1	1 000	1 000	1 000	1 000	1 000	12 000			
LED Type Lamps	3040	3 040	3 040	3 040	3040	3 040				3 040	3040	3 040	36 480			
Floodlight luminalies Metal	152	152	152		152	152	152 152	2 152	152	152	152	152	1 824			
Streetinhts	00	ä	ă			a	Q			0	0.0	0	710			
Roof 2kW floodlights	144	144			144			144	144	144	2 7	2 4	1 728			
MV Switchgear and Battery																
oing Unit									-							
Sub Station #1	000 6	000 6								0006	0006	000 6	108 000			
Sub Station #2	0006	9 000	9 000				000 6	000 6	0.	000 6	0006	000 6	108 000			
out Station #3	2007	000 6		9000	000 6	000 6			6 000	6 000	0006	000 6	108 000			
MIS (Main Intake Sub Station)	19 500	19 500	19 500	19 500	19 500	005 61 00	0 19.500	005 61	19 500	19 500	19 500	19 500	234 000			
8TU (Battery Tripping Unit)	716	716	716	716		716 716				716	716	716	8 592			
Masterpact LV ACB's	12760	12760	12 760	12.760	12760	12760	0 12 760	0 12 760	12 7 60	12,760	12 760	12 760	153 120		Indefinite	
Electrical Distribution Boards																
MBD per Sub Stoffon	750	750	250	250		250				250	765	S	0000			
SWDB's	4 200	4 200	4	4	14	4		4 200		4 200	4 200	7 200	50 400			
Quadrant SDB's	7 800	7 800								7 800	7 800	7 800	93 600			
Outer Ring Klosk SDB's	1 350	1 350								1 350	1350	1 350	16 200			
Concession Kiosk SDB's	1 800	1 800								1 300	1 800	1 800	21 600		25 years	
Moat SDB's	2 100	2 100			2002					2 100	2 100	2 100	25 200			
Electronic Room SDB's	9 300	6 300								6 300	9300	9 300	75 600			
Lighting Control LCD83	380	/ 350	/ 350		_		7 350	7350	7 350	7 350	7.350	7 350	88 200			
COCCOUNT NOOI CONTINUE SOUS	000	000		200						300	300	300	3 600			
securification and a securific	000	One	8			000				900	000	009	7 200		definite	
Event Floodlight Control 5D8's	3 000	3 000	3 000	3 000	3 000	3 000	3 000	3 000	3 000	3 000	3 000	3 000	36 000			
Façade DB's	909	009	009	009	009	009			009	909	009	9009	7 200			
Podium SDB's	1 050	1 050	-	prin	-	_	_	1 050	1 050	1 050	1 050	1 050	12 600			
Remote DB's	750	750				750 750			750	750	750	750	000 6			
Press DB's	300	300	5523		-011-000				300	300	300	300	3 600			
Commentary Booth	150	8 .	95		9	150			05	150	150	130	1 800			
MICHAEL DBS	150	081	006 -	000			1 500	0051	- 500	005	1 500	200	18 000			
	3	200	5			000			3	000	130	8	000 1			
NOW & Curering equipment	009	909	009	009	009 0	009	009 0	009	9009	009	009	009	7 200			
Caravan D8's (L06 - fixed)	1 500	1 500	1 500	1 500	1 500	1 500	_	1 500	1 500	1 500	1 500	1 500	18 000			
LED Digital Signage - DB	450	450	450	450	450	0 450			430	450	450	450	5 400			
LED Scoreboard DB	300	300	300	300					300	300	300	300	3 600			
Mobile DB's (Event)	1 350	1350	1 350	_	-	_	_	-	1 350	1 350	1 350	1 350	16 200	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN		
Change-over DB	150	130	150				150	150	150	951	150	150	1 800			
Waste Room DB's	300	300	300			300			300	300	300	300	3 600			
Jacuzzi Rooms DB's	300	300	300						300	300	300	300	3 600			
ESS Exhaust Fan Conrol DB	150	130	8	150	0 120	0 150			150	051	150	120	1 800			
RUPS/EPS Exhaust Fan Conrol DB	150	1.80	150	150	37.00	150	150	150	150	150	150	130	1 800	The state of the s		
Transformers																
11.66 Kv /400, 1.2 MVA,Dyn7.																
ANAF. Dry-type Transformer with MV Bottom Entry Cable and LV	15 600	15 600	15 600	15 600	009 51 0	009 51 0	15 600	15 600	15 600	15 600	15 600	15 600	187 200			
Top Entry Bus Bar Termination																
BOX 11.66 KV/3MVA, Ynyn0, all Niled	000	000							0000	0		-				
Stan-Lin Transformer	2800	3800	3 800	3800	3800	3800	3800	3 800	3 800	3 800	3800	3800	45 600			





treament.	Commens																	
Life Cycle	Expectancy				ID years (Flywheel bearings)	25 years								10 years				
Budget 2017 /	2018					***												
	ACTUAL (Exci VAT)	240 000	240 000	104.400	13 020	104 400	16 800	19 200		35 520	57 600	28 800	43 200	150 000	119 400	0	45 600	8 400
	NOT	20 000	20 000	8 700	1 085	8 700	1 400	009 -		2 960	4 800	2 400	one c	12 500	9 950	0	3 800	700
	MAY	20 000	20 000	8 700	1 085	8 700	1 400	1 600		2960	4 800	2 400	2 900	12 500	9 950	0	3 800	700
	APR	20 000	20 000	8 700	1 085	8 700	1 400	009		2 9 60	4 800	2 400	3 900	12 500	9 950	0	3 300	90/
2018	MAR	20 000	20 000	8 700	1 085	8 700	007	1 600		2 960	4 800	2 400	2 600	12 500	9 950	0	3 800	700
	FEB	20 000	20 000	8 700	1 085	8 700	1 400	009		2 960	4 800	2 400	3 600	12 500	9 950	0	3 800	700
	JAN	20 000	20 000	8 700	1 085	8 700	1 400	1 600	1847	2960	4 800	2 400	0.900	12 500	9 950	0	3 800	700
	DEC	20 000	20 000	8 700	1 085	8 700	1 400	009		2960	4 800	2 400	2,900	12 500	9 950	0	3.800	700
	NON	20 000	20 000	8 700	1 085	8 700	1 400	1 600		2960	4 800	2 400	3 900	12 500	9 950	0	3 800	700
7	OCT	20 000	20 000	8 700	1 085	8 700	1 400	009		2980	4 800	2 400	0000	12 500	9 950	0	3 800	700
2017	SEP	20 000	20 000	8 700	1 085	8 700	1 400	009 -		2960	4 800	2 400	3 900	12 500	9 950	0	3 900	2007
	AUG	20 000	20 000	8 700	1 085	8 700	1 400	009 -		2 960	4 800	2 400	3 800	12 500	9 950	0	3 800	700
	TOT	20 000	20 000	8 700	1 085	8 700	1 400	1 600		2960	4 800	2 400	2 900	12 500	9 950		3,800	002
	ITEM CONTRACT	Emergency Power Generators Diesel Powered Rotary UPS (RIPS), capable of delivering a continious output of 1000kVA,	400V, 5017z Diesel Powered Generalor Diesel Powered Generalor objects organized of delivering a 400V, 5014z 400V, 5014z	Dissel Powered Generator capable of delivering an immitted, contribuds conditional solutions from 2000/kVA.400V, SUPE with the 2000/kVA.400V, SUPE with the cooperality of delivering a 10% overload for i hour in 12 hours of operation	23 000 litre Underground Diesel Tank	Bus Baz System Full Neurial Slemens Type LDA425 for 3000A,400Y,50Hz, 125K4 Busbar	Ful Neurral Stemens Type LXA0851 for 3000A,400V,50H±42kA Busbar	Full Neural Stemens Type LXCO951 for 5000A,400V,50Hz,42kA Busbar	Neutral Earthing Resistors	800A Neutral Eathing Resistor (NER), to be connected to the AN Neutral points of the 400V/11.64eV Step-up Transformes	UPS Systems 38VA Static UPS TOWAR Strain 1003	20kVA Static UPS	Ughting Control System	ntelibus Network based, centrally controlled management system SCADA & Telemetry System	Centralised system that controls & monitors the bulk power substantions	Pitch Grow Lights	SGL Concepts Mobile Units	Roof Access & Control System Mechanical access ladders & electroric control via a PLC ponel







		7	247	-			-	-	1000000					200		
Compliance with Occupational Health and				ŝ				3								
Safety Regulations/Act GCE (Government Certified	10 620	10 620	10 620	02901	10 620	10 620	10 620	10 620	10 620	10 620	10 620	10 620	127 440			
dineer																
Diesel Corrective Maintenance Energency Maintenance Events	210 127	210 127	210 127	210127	21012	7 210127	210 127	210127	210127	210 127	210 127	210 127	2 521 528	2 500 000		
POWER TOTAL	458 333	458 333	458 333	458 333	458 333	458 333	458 333	458 333	458 333	458 333	458 333	458 333	\$ 500 000	5 500 000		
HVAC & Pumps NIB.00424-HP		,	*													
Contracts Administration	7 000	98	4 000	4 000	4 000	080 †	4 000	4 000	4 000	4 000	4 000	4 000	48 000			
Soldin Water-Coaled Vallable Rehigerant Volume (VRV) System	21 391	21 391	21 391	21 391	21391	21 391	21 391	21391	21 391	21391	21.391	21 391	256 694			
Cooling Towers - Closed Circuit	1.141	1 141	1.14							72 L	1.141		13 690		20 years	
Water Treatment Plant	2 326	2 326	2 326								2 326					
BMS Control System - Metasys Soft Direct Expansion (DX) Units	11 560	11 560	11 560	11 560	11 560	099 11	11 560	11 560	11 560	11560	11 560	085 11	138 719		10 vecrs	
Ducted Hideaway Split Type	316	316	316								316		3.786			
Units Ducted Spir Type Units	423	421	127	421	127	491					421	167	5.048			
Dakin Al-cooled VRV Units	2143	2 143	2 143	2		7						2 143	25 721		10 years	
Console Units	6 417	6 417	6 417		6417		6417	6 417	6417	6417		6 417	77 004			
Cold Rooms	2 674	3 137	2674	2674		2 674					2 674	2 674	32 086		30 years	
Ventilation Fans	15 401	15 401	15 401								15 401	15.401	184 810			
Sub-Station Fans	\$ 989	5 989	5 989								5 989	5 989	71 870			
Sub-Station filtration systems Dampers - Fire & Smoke	11 620	6 250	6 250	6 250	6 250	6 250	6 250	6 250	6 250	6 250	6 250	6 250	75 000			
Extraction System-Verifiech Enviro Units, canopies, ducling & associated controls	2846	2 846	2 846	2846		2846					2846	2846	34 152			
Extraction System- Verifiech Enviro Units exhaust canopy & duct cleaning	6 704	6 704	6 704	6 704	6 704	6 704	6 704	6 704	6 704	6 704	6 704	6 704	80 453			
Stainless Multi Convection	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2500	2 500	2 500	30 000			
Steamer Steamer																
Figure 2. A 20 mile 31cm less 31een	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2500	2 500	2 500	2 500	30 000			
Stainless Steel Bain Marte Hot Closels	2 000	2 000	2 000	2 000	2000	2 000	2000	2 000	2000	2 000	2 000	2000	24 000			
Stainless Steel Electric Flat Top	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	2 500	30 000			
Booster Pump Station -	463	463	463	463	463	463	463	463	463	463	463	463	5 562			
Moat Pump-Submersible	570	570	570		570	570	570	570	570	920	570	570	6 845			
Moat Pump-Centrifugal Bentical Tunnel-Submenible	856	856	856								856	856	10 268			
pump	314	314	314	314	314	314	314	314	314	314	314	314	3766			
Subsoil Drahage-Submersible Pump	570	570	570	570	570	570	570	570	570	570	570	920	6 845			
Substation Drainage- Submersible Pump	427	427	427	427	427	427	427	427	427	427	427	427	5123			
Booster Pump Sets- Associated																







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ITEM CONTRACT	JUL	AUG	SEP	OCT	NON	DEC	JAN	FEB 1	MAR A	APR M	MAY J	JUN ACTU,	ACTUAL (Exct VAT)	2018	Expectancy	Comments
Heat Pumps Incl. associated	0010	001.0	001.0	001.0	001.0	og c	0010	0010	0010	0000	0 100	001.0	25 200	ESN I I		
pomps, common, scremons as piping	7 100	7	7 (00	7	2	3	M 2	7 100	7	7 100	7 100	7	007 67			
Jacuzzis • pumps, controls, salenoids & piping	2 100	2 100	2 100	2 100	2 100	2 100	2 100	2 100	2 100	2 100	2 100	2 100	25 200			
Change Rooms - extraction ventilation	285	285	285	285	285	285	285	285	285	285	285	285	3 422			
Waste Rooms - Centrifugal fans & associated controls	4	1 141	1 141	14.	141	1 141	1141	1 141	141	1141	141	1 141	13 690			
Corrective Maintenance Emergency Maintenance Events	26 504	26 504	26 504	26 504	26 504	26 504	26 504	26 504	26 504	26 504	26 504	26 504	316 048	1 877 156		
HVAC TOTAL	156 430	156 430	156 430	156 430	156 430	156 430	156 430	156 430	156 430	156 430	156 430	156 430	1 877 156	1 877 156		
N18.00424-17															30 vecins	
Contract Administration	0	0	0	0	0	0	0	0	0	0	0	0	0		L	
Otis Passenger Lift A	1 970	1970	1970	1 970	1 970	1 970	1 970	1 970	1970	1.970	1 970	1 970	23 636			
Otis Passenger Lift B	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Quartely Cleaning of Glass Shafts, A medited by pervent	0	0	4773	0	0	4 773	0	0	4773	0	0	4 773	19 093			
Schindler Passenger Uff C	1 970	1970	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Otis Passenger Lift D	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Otis Freman's Lift E	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Otis Passenger Lift F	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Oth Service Lift G	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Otis Passenger Lift H	1 970	1970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Schindler Passenger Lift J	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Schindler Passenger Lift K	1 970	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Otis Passenger Lift L	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Otis Fireman's lift M.J.	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Offs Passenger Lilf N	1 970	1.970	1970	1 970	1 970	1 970	1 970	1970	1 970	1 970	1 970	0.61	23 636			
Otls Service LIft P.	1 970	1970	1970	1 970	1 970	1 970	1.970	1 970	1 970	1 970	1 970	1 970	23 636			
Offis Passenger Lift Q T	1 970	1 970	1970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Schindler Passenger Lift R	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	1 970	23 636			
Quartely aftlime recharge arms/	0	0	2.448	0	0	2 448	0	0	2 448	0	0	2 448	9 794			
Corective Maintenance	8 187	8 187	8 187	8 187	8 187	8 187	8 187	8 187	8 187	8 187	8 187	8 187	98 242			
Emergency Maintenance					2500036								0		L	
Events													0	205 300	Ц	
LIFTS TOTAL	39 701	39 701	46 923	39 701	39 701	46 923	39 701	39 701	46 923	39 701	39 701	46 923	505 300	905 300		
CA CHESTER ALA MA COM GAT POTAL	111 111	777 737	707.177	154 424	254.454	707 177	158 414	750 457	7 707 177		150.020	244 244	1 000 451			







ANDSCAPING MANAGEMENT												2000				
Landscaping Maintenance N78.03436-RM																
Turl Management	10 000	10 000	10 000	10 000	10 000	10 000	10 000	10 000	10 000	10 000	10 000	10 000	120 000		Ц	
Plant Beds	40 000	40 000	40 000	40 000	40 000	40 000	40 000	40 000	40 000	40 000	40 000	40 000	480 000			
Aroniculture works	2 500	7 600	7 500	7 100	2 100	7 100	7 100	2 100	2 100	2 100	2 100	2 100	25 200			
Irrigation	10,000	10 000	10 000	10 000	10 000	10 000	10000	10 000	0000	10 000	10 000	10 000	120 000			
Paved surfaces, Stone walls	1 250	1 250	1 250	1 250	1 250	1 250	1 250	1 250	1 250	1 250	1 250	1 250	15 000			
and columns	900	000	000	030	1 000	630	0	0.00	0.00		1.020	0.00			_1	
Corrective Mointenance	20,000	20 000	20000	20 000	20 000	20 000	20 000	20 000	20 000	20,000	20.000	20 000	15 108			
Emergency Maintenance													0			
Events													0	1 069 308		
LANDSCAPING TOTAL	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	1 069 308	1 069 308		
LANDSCAPING TOTAL	97.329	97 329	97 329	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	89 109	1 069 308	1 069 308		
INFRASTRUCTURE										-	-					
HISOMASSIN NIB.00425-PH												41-			Щ	
on costs	3.250	3 250	3.050	3.250	3.250	3.950	030 8	3.250	3.250	3250	300	2.050	30 000		1	
Qualified aroundsman in soort furf management	24 450	24 450	24 450	24 450	24 450	24 450	24 430	24 450	24 450	24.450	24.450	24.450	293 400			
Pitch assistantNGF1 in sport furf management(X2)	13 450	13 450	13 450	13 450	13 450	13 450	13 450	13 450	13 450	13 450	13 450	13 450	161 400		1	
Labourers (x2) R4875	9 750	9 750	9 750	9 750	9 750	9 750	9 750	9 750	9 750	9.750	9 750	9 750	117 000			
All maintenance products (Fert, fuel, chemicals)	23 450	23 450	23 450	23 450	23 450	23 450	23 450	23 450	23 450	23 450	23 450	23 450	281 400			
Inigation maintenance	2 250	2 250	2 250	2 250	2 250	2 250	2 250	2 250	2 250	2 250	2 250	2 250	27 000			
Repairs & Maintenance(field and nursery)	3 250	3 250	3 250	3 250	3 250	3 250	3 250	3 250	3 250	3 250	3 250	3 250	39 000			
rade on Implex mower(stationed at station	2 2 80	3 250	5.250	5 250	5 250	5 250	5 250	5 250	5 250	5 250	5250	5 250	63 000		1	
Gator attachable boom sprayer/stationed at stor	3 750	3 750	3.750	3 750	3 750	3.750	3.750	3 750	3.750	3.750	3750	3 750	45 000		1	
R&M to city equipment, machines (x6 hondas & x	7 500	7 500	7 500	7 500	7 500	7 500	7 500	7 500	7 500	7 500	7 500	7 500	000 06			
Cleaning and maintenance of the hardened surf	1 950	1 950	1 950	1 950	1 950	1950	1 950	1 950	1 950	1 950	1 950	1 950	23 400			
Hand tools as required in scope of works	950	950	950	950	950	950	056	950	950	950	950	056	11 400		L	
Corrective Maintenance	10 065	10 065	10 065	10 065	10 065	10 065	10.065	10 065	10 065	10 065	10 065	10 065	120 785	1 400 345	_	
Emergency Maintenance Events									_				0 0			
PITCH TOTAL	207 744	207 741	307 711	117.100	111 100	117.705	111 105	111 102	111.100	200, 200	207.744	40.000	4 400 444		Щ	
SE SCHOOL SIN								2		2		2	200	240 004	Ш	
General Building services	25 1 58	99 1 68	99.168	831 66	321.00	22 1 55	931 66	22 150	00 1 60	091.66	201.00	031.00	200 376			
Handyman NOF4	22 158	22 158	22 158	22 158	22 158	22 158	22 28 28 28	22 158	22 58	22 158	22 158	22 158	265 893			
Labourer	12.704	12 704	12 704	12 704	12 704	12.704	12 704	12 704	12 704	12 704	12.704	12 704	152 446			
Contract administration/electronic reporting	15510	15510	15.510	15.510	15 510	15.510	15 510	15.510	15.510	15.510	15.510	15 510	186 125			
Comective Maintenance	123 829	123 829	123 829	123 829	123 829	123 829	123 829	123 829	123 829	123 829	123 829	123 829	1 485 950	2 356 308		
Events													0 0			
															Ц	
GBSTOLAL	196 359	196 359	196 359	196 359	196 359	196 359	196 359	196 359	196 359	196 359	196 359	196 359	2 356 308	2 356 308		
MEDA CTOLOTHER MANA CEMENT TOTAL	10000	200 000		20000	200000	20000										
TRASIKOCIONE MANAGEMENI IOJAL	313 034	313 054	313 054	313 054	313 054	313 034	313 054	313 054	313 054	313 054	313 054	313 054	3 756 653	3 756 653	1	
SUBTOTAL TECHNICAL SERVICES	1670191	1 670 191	1 677 413	1 661 972	1 661 972	1 669 193	1 661 972	1 661 972	1 669 193	1 661 972	1 661 972	1 708 745	20 012 097	20 012 097		
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