

MEMORANDUM OF AGREEMENT

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

TZARS SECURITY SOLUTIONS (PTY) LTD



PREAMBLE

WHEREAS Tender 140S/2019/20- Supply, Installation and Maintenance of Security Alarm Systems, was awarded to Tzars Security Solutions (Pty) Ltd on 1 June 2020 in line with resolution SCMB 14/06/20, for the period from date of commencement of contract until 30 June 2025 ("the Tender").

AND WHEREAS in line with resolution SCMB 14/06/20, the conclusion of this Memorandum of Agreement between the City of Cape Town and the Supplier is subject to the conclusion of the process prescribed by section 33 of the Local Government: Municipal Financial Management Act 56 of 2003.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the National Treasury General Conditions of Contract revised July 2010 ("**GCC**"), as amended by the Special Conditions of Contract ("**SCC**"), read with the terms and conditions of the Tender.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Purchaser**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;
- 1.2. **Tzars Security Solutions (Pty) Ltd**, (the "**Supplier**"), a private company registered in terms of the laws of the Republic of South Africa, with registration no. [REDACTED], herein represented by its duly authorised representative,

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any annexure or appendix attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

2.1.1. first, the terms and conditions of the SCC;

2.1.2. second, the terms and conditions of the GCC;

2.1.3. third, Annexures and/or Appendices and schedules to this Contract; and

2.1.4. fourth, any other documents incorporated by reference.

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

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to provide the Goods and supply the Services to the Purchaser for the period from date of commencement of contract until 30 June 2025.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall endure for the period from date of commencement of contract until 30 June 2025.

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

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

5. OBLIGATIONS OF THE PURCHASER

5.1. The Purchaser undertakes to perform its obligation subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

5.2. The Purchaser shall monitor and evaluate the supplier's performance in respect of the Contract and in accordance with the provisions of this Contract, the GCC, SCC and any annexure and/or appendix attached hereto, or any other document incorporated by reference to this Contract, including the specifications and conditions of tender for the Tender.

OBLIGATIONS OF THE SUPPLIER

- 5.3. The Supplier hereby agrees and undertakes to provide the Goods and supply the Services to the Purchaser as set out in this Contract, the GCC and any annexure and/or appendix attached hereto, or any other document incorporated by reference to this Contract, including the specifications and conditions of tender for the Tender.
- 5.4. The Supplier will perform the obligations as expeditiously as possible and furthermore agrees and undertakes to provide goods and the supply of services in accordance with the operational requirements of the Purchaser.
- 5.5. The Supplier will ensure that the Goods provided and Services supplied will be of a satisfactory quality and fit for purpose.
- 5.6. The Supplier shall ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the provision of the Goods and supply of the Services.
- 5.7. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.
- 5.8. The Supplier undertakes to and in favour of the Purchaser that it –
 - 5.8.1. has the resources, necessary expertise and skill, capabilities and technology to provide the Goods and supply the Services; and
 - 5.8.2. has effective, efficient and transparent financial management and control systems in place.

6. PRICING DATA

- 6.1. The pricing data for the provision of goods and supply of Services shall be as set out in Appendix 2: Pricing Data.
- 6.2. The Supplier shall not be entitled to any other consideration for the provision of Goods and supply of Services other than as provided for in this Contract, the GCC, SCC and any annexure and/or appendix hereto, or any other document incorporated by reference to this Contract, including the specifications and conditions of tender for the Tender.

7. ENTIRE AGREEMENT

- 7.1. This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.
- 7.2. The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.
- 7.3. This Agreement replaces any other previous verbal or written agreements entered into between the Parties.
- 7.4. The Conditions of Tender, returnable schedules and annexures which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender. Accordingly, the conditions of tender and relevant returnable schedules, although not attached to this Contract, are specifically incorporated by way of reference and shall form part of the Contract between the parties.

8. SIGNATURE

FOR THE CITY OF CAPE TOWN

Name and surname:



Signature:

Designation:

Witness1:

Date:

Witness2:

FOR THE SUPPLIER

Name and surname:

Signature:

Designation:

Witness1: Date:

Witness2:

APPENDIX 1: Agreements and Contract Data

APPENDIX 2: Pricing Data

APPENDIX 1: Agreements and Contract Data

A1.1 Form of Offer and Acceptance

**TENDER: 140S/2019/20 – SUPPLY, INSTALLATION AND MAINTENANCE OF
SECURITY ALARM SYSTEMS**

PART A

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

AND WHO IS represented herein by**duly authorised to act on behalf of the tenderer in his/her capacity as:**
 CEO

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

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

 Signature(s)

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

 Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 140S/2019/20 - SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ALARM SYSTEMS

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

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

1. accepts the offer submitted by _____, thereby concluding a contract with the supplier for a contract period from date of commencement of contract **and terminating on 30 June 2025**
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)



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

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

Notes:

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

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

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a

completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

TENDER 140S/2019/20 - SUPPLY, INSTALLATION AND MAINTENANCE OF SECURITY ALARM SYSTEMS**2. SPECIFICATIONS**

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

2.1. INTRODUCTION AND BACKGROUND

The City has numerous depots and facilities throughout the Cape Metropolitan Area which require security alarm systems to provide security for staff and assets at these facilities. A number of different security alarm systems are used but they all report via radio or telephone line to a central alarm monitoring system at the Transport Management Centre (TMC), Goodwood. The existing alarm monitoring system uses the Patriot Enterprise version 6 software to record and display the events. It is envisaged that the current software release will be updated as required, to ensure ongoing stability and support, as part of this contract.

- This specification provides for the installation and maintenance of security alarm systems at depots and facilities and to upgrade and maintain the central equipment at the TMC and remote workstations.
- The security alarm panel equipment offered for new installations shall be Spectra SP6000 or DigiPlex EVO-192 systems or Risco LightSYS2 or equivalent compatible equipment.
- The equipment offered shall be able to be fully integrated into the existing systems and shall provide seamless integration with respect to operation and functionality across the system at no additional cost to the CCT.
- The onus shall be on the tenderer to ensure that the equipment offered is fully compatible with the existing systems. Tenderers will be required to demonstrate this compatibility on request as per clause 4.13 of the Specification.
- This specification also provides for the provision of support services for the CCT until 2025-06-30. These prices shall be valid for the contract period. Any optional equipment or services shall be included in the OEM/Distributor Price Lists in the Pricing Schedule.
- As no minimum order quantities are guaranteed and the exact quantities are not known, tenderers have been requested to indicate unit rates. The City reserves the right to omit or add certain items for affordability or for system growth.
- In terms of the CCT's Integrated Development Plan, the CCT is committed to being a Safe City and leveraging technology for progress. This may require, at the CCT's discretion, the investigation, development and implementation of new security technology solutions. To this end the Tenderer shall ensure that the Price Lists reflected in the Pricing Schedule are detailed, comprehensive and include progressive technologies. Further, the services of a Security

Systems Specialist Engineer, as reflected in the Pricing Schedule, may be required, at the CCT's discretion, to support the investigation, development and implementation of the proposed solutions. The CCT shall not be obligated to accept nor implement any resulting technology offering.

2.2. TECHNICAL AND FUNCTIONAL REQUIREMENTS

2.2.1. Central Equipment

The following functionality is required:

- The server shall have a minimum of a Quad Core Intel or equivalent processor, with 8GB RAM, 500GB hard drive, 24" LCD display, keyboard and mouse. The server shall be 19" rack mounted.
- The server shall have USB, RS232 and RS485 ports or interface components appropriate for the network.
- An Ethernet or equivalent IEEE 802.3 compliant network card shall be included.
- For isolated security communication networks the server shall be capable of operating with a second Ethernet or equivalent IEEE 802.3 compliant network card.
- The Server computer's operating system shall be Microsoft Windows 2008 Server or later version which shall support the security alarm system software.
- Tenderers shall allow for all required components to provide a complete installation, including mounting brackets and accessories and shall include these costs in the Pricing Schedule.
- The workstation or client computer shall have a minimum of a Dual Core, 2.5GHz Intel or equivalent processor, with 8GB RAM, 500GB hard drive, 24" LCD display, keyboard and mouse.
- The network interface for connection to the Server shall be a minimum of 100BaseT.
- The workstation shall be supplied with Microsoft Windows 10 Professional, the security alarm system client software and license. No annual license cost is acceptable.

2.2.2. Security Alarm Centralised Monitoring System

The Security Alarm Centralized Monitoring System shall meet the minimum technical requirements as specified below should the CCT elect, at its sole discretion, to replace the existing centralized monitoring software.

Technical Description	Specified Requirements
Security Alarm Centralised Monitoring System	
64 Bit Windows 10 Professional or Server 2008 or higher compatibility	Yes

Back-up server capability	Yes
Maximum Possible Accounts	25 000
Minimum Concurrent Users	10
Application divided into two separate programs - database administrator and standalone background task manager.	Yes
Automatic warm backups and archiving facilities	Yes
Industry standard, scalable SQL database	Yes
Consistent Toolbar controls	Yes
Well designed and structured database	Yes
Comprehensive alarm format support including Contact ID, Contact ID Expanded, SIA, Ademco Fast, & IR Fast	Yes
Alias/ Guard Dispatch code facility	Yes
Action Plans that give a consistent structure across the programme on how to handle any signal, which is logged into the system	Yes
Easily upgradeable to next versions	Yes
Extended client code for client system areas and station operator defined port.	Yes
Right click mouse functionality to allow quick access to software features.	Yes
Multi-lingual capability that allows the software to be translated into any foreign language supported by Windows	Yes
Pop up notes/reminders capability	Yes
Ability to insert & select Alarm Panel types & Instructions for reference	Yes
Service due tracking function	Yes
Browse facility	Yes
Log, Client, Zone, User , Type and Inactive Reports	Yes
Comprehensive lookup tables & reports	Yes

Multi-user, Peer to peer or client server networks	Yes
Advanced flexible database search facility	Yes
Predefined templates for event types and users	Yes
Support for all popular Private Subscriber Trunked Network [PSTN] alarm receivers	Yes
Test mode with automatic cut out able to be set at Site, Event type or Zone level	Yes
Comprehensive and flexible message paging - one signal can be transmitted to many pagers or mobile phones	Yes
Comprehensive Opening / Closing management with unlimited times for each client	Yes
User-created standard messages which can be inserted throughout the system	Yes
Expert mode function to reduce the number of mouse clicks required when changing tabs in certain windows	Yes
Ability to view the status of multiple areas of a client site	Yes
Alarm/Activation filter facility which filters alarms according to whether or not they have been actioned	Yes
Log of conversations with clients, emergency services and after hours callouts	Yes
Attendance Reports deferred for a specified length of time, reappearing on time out	Yes
Delay and Restore alarm signals	Yes
Set different priorities and colours for alarms	Yes
User defined account record categories. Group accounts for reporting purposes	Yes
User defined dispatch instructions appear on alarm attendance screen	Yes
Predefined response plans. (The operator shall be presented with exactly who to contact and action required)	Yes
Flexible and powerful special date/holiday open/close monitoring override	Yes
Automatic alarm if no signal monitoring on clients (No Signals Monitoring).	Yes
Operator & Client maintenance log	Yes

Flexible supervisor defined operator security. Operators may have restricted access to certain areas of the program	Yes
Automatic operator log off.	Yes
Caller ID logging with unexpected number warning capability.	Yes
Extensive facilities for data management. Client extraction/merging, group client delete, copy selected fields through groups of clients, fast creation of multiple areas, user maintenance across groups of clients/areas	Yes
Auto Data Restore Program - Warm Backups made by the primary server can be automatically restored to a backup server	Yes
Tasks monitoring capability. Enables end users to trouble shoot tasks and track server performance in heavy usage conditions	Yes
Auto assignment of next highest priority activation to an operator	Yes
Automated priority escalation of alarm signals by time pending or by multiple activation (multi-knock feature)	Yes
Runaway signal monitoring	Yes
Scheduled Action Plans. Perform a different set of response actions depending on the time of day or clients' open/close status	Yes
Auto Complete Late to Close. A pending late to close alarm can be auto completed if the site sends a closing signal before the operator has opened the activation	Yes
Alarm Filtering by Action Plan. Filtering of alarms displayed to an operator by action plan. Operator can be configured to only see certain types of activations	Yes

The following additional functionality applies

- The central equipment shall operate from dedicated 15A, 240 V, $\pm 10\%$, 50 Hz power supply. Any mains supply conditioning equipment required for the efficient and reliable operation of the system shall be included in the Price List. The onus shall be on the contractor to ensure that adequate supply capacity shall be available for the equipment.
- All equipment supplied shall meet the technical requirements as specified.
- Only genuine certified spares and accessories will be acceptable as per the Price Lists.

2.2.3. Remote Sites

The following functionality is required:

- The security alarm systems shall comprise Paradox or Risco or DSC modules or equivalent compatible alternatives as specified. These shall be housed in metal boxes with locks and keys.

- In the main Passive Infrared Detectors are used in conjunction with magnetic contacts for doors and contractors shall be required to design each circuit and zone to cater for the requirements of the site. End of line resistors shall be installed at the correct position, not at the panel. Passive Infrared Detectors shall be for indoor use Pro Passive or equivalent and outdoor use DG85 or equivalent.
- The install codes shall be provided to the City's Representative at the time of handover.
- In the case where a dedicated telephone line or extension on a PABX or equivalent is available, the panel shall be set up to dial the control room alarm number.
- If a radio is required at a site, the radio shall be a VHF QD alarm radio or Finmon modem or equivalent, compatible with the City's dedicated alarm systems. The radio antenna shall be the folded dipole type and shall be installed in a secure place at least 2m away from panels, PIRs, electronic equipment, electrical distribution boards and any metal. The Finmon modem or equivalent extension antenna shall be at least a quarter wave antenna, and shall be installed in a secure place at least 2m away from panels, PIRs, electronic equipment, electrical distribution boards and any metal.
- The contractor shall ensure there is adequate coverage at the point where the antenna is installed.
- The 12VDC supply for the equipment shall be supplied directly from the standby battery using not less than 0.5mm² two core Cabtyre cable.
- Where radio coverage is poor or the radios reliability is questionable the panel shall be able to be connected to a Finmon modem or equivalent or Spread Spectrum device or an Ethernet or equivalent IEEE802.3 point on the Corporate Local Area Network.
- The alarm panel shall be powered from 16VAC-50VA transformers.
- Sealed backup batteries 12V-7AH shall be installed on all modules.
- If the alarm panel is used to control access to certain doors, the door locks shall be connected to the alarm panel via external relays/relay modules powered from their own power supply with battery backup. No power shall be drawn from the panel or expanders and their relevant power supplies. Power supplies for the locks shall be 3 Amp, model number PS 49-1 available from Regal or equivalent.
- The Security Alarm System shall be mounted in a secure position and shall have a dedicated circuit breaker.
- Where applicable compatible Proximity Card Readers shall be utilised.
- Where applicable, 12V, 300kg holding force magnetic surface mount locks shall be used. The magnetic locks shall have a monitoring function built in and the state of the door shall be displayed by means of a LED on the lock. Matching L&Z brackets shall be used and shall be

properly secured. Door loops shall be used where required. Where applicable a green break glass, key resettable, unit shall be installed for emergency egress. When the unit is activated, an audible alarm shall be activated until the unit is reset.

2.2.4. PIR with built in camera and infrared LED's

The following functionality is required:

- Indoor and outdoor monitor PIRs shall be provided, where required, to enable a triggered alarm to be verified by sending a video clip when the PIR detects movement. It shall be possible to stream this video clip via the CCT's wide area network to the TMC or via GPRS to the CCT's privately owned VPN network or the key holder's cell phone.
- The monitor PIRs shall be compatible with the Videofied Indoor MotionViewer IMV 200 or equivalent and the Outdoor MotionViewer DCV or equivalent and shall meet the specified minimum technical requirements.
- The monitor PIRs shall connect via Spread Spectrum to the control panel which shall be compatible with the Videofied XT-IP630 or equivalent, which shall meet the specified minimum technical requirements.

Specified minimum technical requirements:

Technical Description	Specified Requirements
Detection Angle	85°
Distance	12m
Sensitivity	Programmable to 5 Predefined Levels
Snapshot format	JPEG
Snapshot resolution	QVGA(320x240) VGA(640x480)
Typical file size	8kb
Video Formats	MJPEG-WMV, MJPEG-DIFF
Video length (default)	Programmable (10s)
Video resolution	QVGA(320x240)
Camera Sensor type	CMOS
Daylight vision (selectable)	Colour and Black & White
Night Vision	Auto with IR Black & White
IR Illumination Distance	7m
RF Technology and frequency	Spread Spectrum, Bidirectional AES Encrypted 868MHz
Batteries and estimated life	Lithium batteries to last up to four years depending on activity

2.2.5. Thermal Imaging Camera

The following functionality is required:

- The thermal imaging camera is required for certain applications at remote sites where lighting is poor and the requirement to detect movement is over a larger area. The cameras shall stream video to the Visiowave or Avigilon or equivalent recorders via Network Video Encoders with H264 compression.
- The thermal imaging camera shall be equivalent to the Flir FC-690 S or equivalent which shall meet the specified minimum technical requirements as specified in the technical requirements below.

Specified minimum technical requirements:

Technical Description	Specified Requirements
Detector type	Focal Plane Array (FPA), uncooled Vanadium Oxide (VO) microbolometer
Sensor resolution	640 x 480
Spectral range	7.5 to 13.5µm
Image frequency	PAL: 25Hz or 8.33Hz
Focus	Focus free, athermal lens
Image processing	Automatic Gain Control (AGC), Digital Detail Enhancement (DDE)
Video output	PAL, hybrid IP and analog
Video over Ethernet	Two independent channels of streaming MPEG-4, H.264, or M-JPEG
Streaming Resolutions	D1: 720x576, 4CIF: 704x576, Native: 640x512, Q-Native: 320x256, CIF: 352x288, QCIF: 176x144
Thermal AGC Modes	Auto AGC, Manual AGC, Plateau Equalization AGC, Linear AGC, Auto Dynamic Detail Enhancement (DDE), Max Gain Setting
Image Uniformity Optimization	Automatic Flat Field Correction (FFC) - Thermal and Temporal Triggers
Encapsulation	IP66 (IEC 60529)
Shock resistance	Mil-Std-810F
Vibration withstand capability	IEC 60068-2-27
Power Requirements	Power over Ethernet [PoE] IEEE 802.3af-2003 or PoE+ (IEEE 802.3at-2009 standard)

2.2.6. Network Video Encoder

The Network Video Encoder shall be compatible with the existing UDP Technology NVC1000 or equivalent and shall meet the minimum technical requirements as specified below:

Technical Description	Specified Requirements
Input	1 channel

Output	1 Loop Out
Compression Format	H.264, MPEG-4, MJPEG
Number of Streams	Dual Stream, Configurable
Resolution	D1, 4CIF, 2CIF, VGA, CIF, QCIF, QVGA
Compression	FPS 25/30 fps@D1
Deinterlacing	Support (DSP)
Motion Detection	Support (DSP)
Burnt-in Text (Digital)	Support (DSP)
Audio Input	1 channel
Audio Output	1 channel
Compression Format	G.711
Digital Input	2 channel
Digital Output	2 channel
Serial	RS-485 and RS-232
Network 10 / 100 Base-T	Yes
Protocol	TCP/IP, UDP/IP, HTTP, RTSP, RTCP, RTP/UDP, RTP/TCP, SNTP, mDNS, UPnP, SMTP, SOCK, IGMP, DHCP, DDNS, SSL v2/v3, IEEE 802.1X, SSH, SNMP v2/v3
USB 2.0	Yes
SD Memory support	Yes
Video Content Analysis	Yes as listed below
High Performance	Advanced Tracking Algorithm, Low False Alarm Rate
Easy to Use	Intuitive Web Browser Interface
Detection Zones	Multi-segment Polygons and Lines
On-screen Display	Real-time Display of Tracking Data and Events
Camera Shake Cancellation	Yes

Tamper Detection	Yes
Power Source	12V DC (DC Jack)
Power over Ethernet	Support (IEEE 802.3af)
Power Consumption	< 250 mA @ +12V

2.2.7. Wireless Control Panel

The Wireless Control panel shall meet the following specified minimum technical requirements as stated below:

Technical Description	Specified Requirements
RF Technology and frequency	Spread Spectrum, Bidirectional AES Encrypted 868MHz
Communicator type	Cellular 3G and Ethernet or equivalent IEEE802.3 compliant network
Video Transmission	MJPEG
Video file size	220 Kbytes
Video Frame Rate	5 frames/sec
Wired Arming Inputs	2
Programmable Wired Inputs	3
Programmable Wired Outputs	2
Number of devices per system	24
Access Codes	19 user + 1 Installer code
Security Levels	3
Zones	4

2.2.8. Electric Fence Alarm Systems

The following functionality is required:

- The electric fence alarm systems shall comprise Merlin or Druid Energizers or equivalent.
- The electric fence alarm systems installation shall comply with the relevant legislation and standards, as amended, amongst others tabulated below:
 - Occupational Health and Safety Act 85 of 1993 and Regulations
 - SANS 60335-3-76: 2006
 - SANS 214-1/CISPIR 14-1
 - IEC 60335-1:2010
 - SANS 10222-3-2016

2.2.9. Beam Detector Units

The Beam Detectors shall be Garrison or equivalent infrared beams.

The following minimum functionality is required:

Number of infrared beam frequency channels	8
Variable response time range	Yes
Power input	11 to 30 VDC
Relay output	Yes
Tamper output	Yes
IP rating	IP66
Wall mounting	Yes
Pole mounting	Yes
Coverage outdoor	25m

2.2.10. Vibration Detector Intrusion Alarm Systems

The Vibration Detection Intrusion Systems shall be acciTrack or equivalent. The system shall comprise vibration sensors, securely surface mounted or housed in suitable sealed outdoor enclosures relevant to their utilisation, hardwired in a ring configuration, with central alarm receiving, vibration profiling and dispatching software and associated hardware.

2.3. INSTALLATION AND COMMISSIONING

The successful Tenderer will be responsible for the installation and successful commissioning of the Security Alarm Systems, Equipment and Ancillaries. This shall include but not be limited to power installations, cabling, software and equipment amongst others, to provide a fully functional Security Alarm System, as required.

- The installation shall be of an industry recognised standard to the satisfaction of the City's Representative.
- Contractors shall be required to begin and complete an installation before beginning a new installation utilising the same team.
- All cables shall be properly marked end to end, to enable easy tracing from accurate as-built documentation.
- A detailed schematic diagram of the installation indicating positions, routes and terminations shall be supplied to the CCT as part of the hand over documentation on completion of each new installation and the cost thereof included in the price list.
- Network cables shall be marked end to end and clearly indicated on a schematic diagram created on AutoCAD or Visio. Tenderers shall provide a sample diagram as part of the Bid in Schedule 16.
- All communication cables shall be twisted pair-screened cabling.
- Eight-core, overall screened, Mylar cable shall be used to connect card readers. The screen of the cable shall be terminated on both ends.
- All mag lock wiring shall be wired using red and black multi-stranded single core flexible panel/automotive wiring, with at least a conductor cross-section of 0.8mm².
- All surface cables shall be housed in suitable trunking/conduit wherever possible; however, surface cable will be acceptable for window/door magnetic switches where conduit would be more conspicuous.
- No rip cord or indoor cable shall be used unless specified by the City's Representative.
- No solid core cable shall be used.
- All wiring that is polarity dependent shall be colour coded.
- All conduits shall be continuous and if EGA trunking is used, all lengths shall be joined by neat 45-degree mitre cuts only.

All cable laid in trenches shall be protected by 32mm diameter high-density polyethylene ducting. The trenching shall not be less than 400mm deep and shall have manholes or draw pits when cable runs are longer than 50m or have bends greater than 30 degrees.

- The manholes and draw pits shall be constructed using brick and mortar with a concrete floor and acceptable frame. The lid shall be strong enough to carry the weight of a heavy vehicle if made in the road way. The manhole cover shall be secured or manufactured from low scrap value material to prevent vandalism and theft.
- Door contact switches shall be fastened with self-tapping screws and not glued. It may only be glued if no facility for screws exists on door contacts.

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

2.4. MAINTENANCE

- The successful contractor shall provide the second line support and will be required to provide quotations for each job based on the price schedules for the duration of the contract period.
- Overtime shall be paid for work done on the specific prior request of the City's Representative, or for work that can only be carried out after normal working hours, with prior approval of the City's Representative.
- Tenderers shall include in the detailed and comprehensive price list all necessary components and accessories to achieve a fully functional installation.

- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.
- The City's Representative shall be appraised of all repairs in order to verify and accept the fully functional Works before payment is recommended.
- The second line support and faulty equipment replacement shall include all the hardware and software required to maintain fully functional Security Alarm Systems, Equipment and Ancillaries.

2.5. TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

2.6. 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's agent upon request.

2.7. FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

Conditions of Tender

3. CONDITIONS OF TENDER**3.1. General****3.1.1. Actions**

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

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

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

- 3.1.1.2. The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- 3.1.1.3. The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

3.1.2. Interpretation

- 3.1.2.1. The additional requirements contained in the returnable documents are part of these Conditions of Tender.
- 3.1.2.2. These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

3.1.3. Communication during tender process

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

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

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

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

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

3.1.5. Procurement procedures**3.1.5.1. General**

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

3.1.5.2. Proposal procedure using the two stage-system

A two-stage system will **NOT** be followed.

3.1.6. Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**3.1.6.1. Disputes, objections, complaints and queries**

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

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

3.1.6.2. Appeals

- (a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- (b) An appeal must contain the following:
 - (i) Must be in writing
 - (ii) It must set out the reasons for the appeal
 - (iii) It must state in which way the Appellant's rights were affected by the decision;
 - (iv) It must state the remedy sought; and
 - (v) It must be accompanied with a copy of the notification advising the person of the decision

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

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

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

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: [REDACTED] or [REDACTED]

Via email at: MSA.Appeals@capetown.gov.za

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

The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: [REDACTED] or [REDACTED]

Via email at: Access2info.Act@capetown.gov.za

3.1.7. City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the

resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

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

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

3.1.8. National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

Special Conditions of Contract

4. SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence

and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R [REDACTED] for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party"

Risks including Passenger Liability Indemnity;

- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see Proof of Insurance / Insurance Broker's Warranty section in document for a pro forma version
- d) professional indemnity insurance providing cover in an amount of not less than [REDACTED] in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **twelve (12) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

17.2 The prices for the goods delivered and services performed shall NOT be subject to contract price adjustment

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to

twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

5 General Conditions of Contract

5. GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b) if the supplier fails to perform any other obligation(s) under the contract; or
 - c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such

mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

6 Supporting Schedules

Schedule 6.2: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1 General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract

in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

Annexure C

Local Content Declaration - Summary Schedule.

Tender No :	140S/2019/20		
Tender Description :	Supply, Installation and Maintenance of Security Alarm Systems		
Designated products :	Power and Telecoms Cable		
Tender Authority :	City of Cape Town		
Tendering Entity Name :	Tzars Security Solutions		
Tender Exchange Rate:	R14,84= 1US\$	Pula <input type="text" value="0"/>	EU <input type="text" value="0"/> GBP <input type="text" value="0"/>
Specified Local Content %	90%		

Note : VAT to be excluded from all calculations.

Calculation of local Content							
Tender items no's	List of items	Tender price - each (Excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local Value	Local Content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Spectrum 4 Core Stranded Security Cable	148,80	14,88	14,88	14,88	133,92	90,00%
2	Spectrum 6 Core Stranded Security Cable	227,40	22,74	22,74	22,74	204,66	90,00%
2	Spectrum 8 Core Stranded Security Cable	295,80	29,58	29,58	29,58	266,22	90,00%
4	Spectrum 12 Core Stranded Security Cable	423,60	42,36	42,36	42,36	381,24	90,00%

Tender Summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)
1	Rates based unknown	Rates based unknown	Rates based unknown
	Rates based unknown	Rates based unknown	Rates based unknown
	Rates based unknown	Rates based unknown	Rates based unknown
	Rates based unknown	Rates based unknown	Rates based unknown
(C20) Total tender value		Unknown	Unknown
(C21) Total Exempt imported content		Unknown	
(C22) Total tender value net of exempt imported content		Unknown	
(C23) Total Imported Content			Unknown
(C24) Total Local Content			Unknown
(C25) Average local Content % of tender			Unknown

Date : 28-Nov-19

SCHEDULE 6.3: FINANCIAL INSTITUTIONS

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

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

International Banks (with branches in SA):

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

Insurance companies:

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

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORTCITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting this form

General

- The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in black ink.
- Incomplete / incorrect / illegible forms will not be accepted.
- Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted services / works) shall apply to the completion and submission of these forms.
- This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406 or email EPWPLR@capetown.gov.za.

Project Details

- If a field is not applicable insert the letters: NA
- Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

- Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

- A new worker is one in respect of which a new employment contract is signed in the current month.
- Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- All formal accredited / non-accredited training that does not form part of on-the-job training
- Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 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.
- Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- If a computer is not available hardcopy forms and supporting documentation will be accepted.
- Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		CONTRACT OR WORKS PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR (insert last 2 digits)			
2 0			

ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
2	0	2	0
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R		-	

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

WORKER DETAILS AND WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER:				Year		Month		of	

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) 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 Project Manager/ Representative:	Name		Signature	
	Date			

ANNEXURE 1: Performance Level Agreements: Security Alarm Systems

Nr	Description	Type of support	Performance Level Agreements
1	Enterprise Security Alarm Monitoring System	High level support, 2nd line and above	Availability (During working hours), excluding planned maintenance) >95%, response times based on fault severity classifications; Severity 1 = Under 4 hours to site 24/7/365, Restore within 24 hours Severity 2 = Under 36 hours to site 24/7/365, Restore within 48 hours Severity 3 = Under 48 hours to site, Restore within 3 days Severity 4 = Under 72 hours, Restore within 5 days
2	Enterprise Security Alarm Monitoring System	Equipment repair	6 weeks to repair
3	Security Alarm Systems	High level support, 2nd line and above	Availability (During working hours), excluding planned maintenance) >95%, response times based on fault severity classifications; Severity 1 = Under 4 hours to site 24/7/365, Restore within 24 hours Severity 2 = Under 36 hours to site 24/7/365, Restore within 48 hours Severity 3 = Under 48 hours to site, Restore within 3 days Severity 4 = Under 72 hours, Restore within 5 days
4	Security Alarm Systems	Equipment repair	6 weeks to repair
5	Outstation Radios	High level support, 2nd line and above	Availability (During working hours), excluding planned maintenance) >95%, response times based on fault severity classifications; Severity 1 = Under 4 hours to site 24/7/365, Restore within 24 hours Severity 2 = Under 36 hours to site 24/7/365, Restore within 48 hours Severity 3 = Under 48 hours to site, Restore within 3 days Severity 4 = Under 72 hours, Restore within 5 days
6	Outstation Radios	Equipment repair	6 weeks to repair
7	Security alarm panels and ancillaries at facilities	High level support, 2nd line and above	Availability (During working hours), excluding planned maintenance) >95%, response times based on fault severity classifications; Severity 1 = Under 4 hours to site 24/7/365, Restore within 24 hours Severity 2 = Under 36 hours to site 24/7/365, Restore within 48 hours Severity 3 = Under 48 hours to site, Restore within 3 days Severity 4 = Under 72 hours, Restore within 5 days
8	Security alarm panels and ancillaries	Equipment repair	6 weeks to repair

APPENDIX 2: Pricing Data

SCHEDULE A SUPPLY OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES (

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up %
A.1.1	Security Alarm Systems	Spectrum	Distributor	0%	19%
		Elvey	Distributor	0%	19%
		Eeram	Distributor	0%	19%
		IDS	Distributor	0%	19%
		TPA	Distributor	0%	19%
		Videofied	Distributor	0%	19%
		M2M	Distributor	0%	19%
		Finmon	Distributor	0%	19%
		Hitek	Distributor	0%	19%
		QD	Distributor	0%	19%
A.1.2	Centralised Security Alarm Monitoring Systems	Corrie Janse van Rensburg	Distributor	0%	19%
A.1.3	Security Alarm Panels	Spectrum	Distributor	0%	19%
		Elvey	Distributor	0%	19%
		Eeram	Distributor	0%	19%
		IDS	Distributor	0%	19%
		TPA	Distributor	0%	19%
		Videofied	Distributor	0%	19%
		M2M	Distributor	0%	19%

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up %
		Finmon	Distributor	0%	19%
		Hitek	Distributor	0%	19%
		QD	Distributor	0%	19%
A.1.4	Outstation Radios	Spectrum	Distributor	0%	19%
		Eeram	Distributor	0%	19%
		IDS	Distributor	0%	19%
		TPA	Distributor	0%	19%
		Videofied	Distributor	0%	19%
		M2M	Distributor	0%	19%
		Finmon	Distributor	0%	19%
		Hitek	Distributor	0%	19%
		Accitrack	Distributor	0%	19%
A.1.5	Passive Infrared with built in camera.	Spectrum	Distributor	0%	19%
		Elvey	Distributor	0%	19%
		Eeram	Distributor	0%	19%
		IDS	Distributor	0%	19%
		TPA	Distributor	0%	19%
		Videofied	Distributor	0%	19%
		M2M	Distributor	0%	19%
		Hitek	Distributor	0%	19%
		Accitrack	Distributor	0%	19%
A.1.6	Wireless Control Panel.	Videofied	Distributor	0%	19%

Item	Description	Source of Goods Identify OEM or Distributor	OEM Partner Status	Discount Offered (%)	Mark-Up %
A.1.7	Network Video Encoder.	Corrie Janse van Rensburg	Distributor	0%	19%
A.1.8	Electric Fence.	Nemtek	Distributor	0%	19%
A.1.9	Electric Fence Monitoring.	Verifier	Distributor	0%	19%
A.1.10	Infrared Outdoor Beams.	Spectrum	Distributor	0%	19%
		Elvey	Distributor	0%	19%
		Eerman	Distributor	0%	19%
		M2M	Distributor	0%	19%
A.1.11	Security Alarm Peripherals and General	Bellville Electrical	Distributor	0%	19%
		Brights	Distributor	0%	19%
		Carboncor	Distributor	0%	19%
		Poynting	Distributor	0%	19%
A.1.12	Vibration Detection Intrusion Alarm Systems.	Accitrack	Distributor	0%	19%
A.1.13	Off Grid Photovoltaic DC Coupled Supply.	Orsolar	Distributor	0%	19%
A.1.14	Cabling	Spectrum	Distributor	0%	19%

**SCHEDULE B SUPPLY, INSTALLATION, UPGRADE AND MAINTENANCE OF SECURITY ALARM SYSTEMS,
EQUIPMENT AND ANCILLARIES ()**

Item	Description	Unit	Installation Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
B.1.1	Security Alarm Technician	per hour	R300,00	R321,00	R343,47	R367,51	R393,23
B.1.2	Jnr Security Alarm Engineer	per hour	R380,00	R406,60	R435,06	R465,51	R490,18
B.1.3	Senior Security Alarm Engineer	per hour	R650,00	R695,50	R744,18	R796,27	R852,01
B.1.4	Software Engineer	per hour	R650,00	R695,50	R744,18	R796,27	R852,01
B.1.5	Security Systems Specialist Engineer	per hour	R0,00	R0,00	R0,00	R0,00	R0,00
B.1.6	Security Alarm First Line Support Technician	per hour	R300,00	R321,00	R343,47	R367,51	R393,23
B.1.7	Installation costs for programming, setup and commissioning of Security Alarm systems, Equipment and Ancillaries	per hour	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.8	Labour for Rack Work	per hour	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.9	Project Management	per hour	R650,00	R695,50	R744,18	R796,27	R852,01
B.1.10	Normal Time Labour rates for installation during normal business hours	per hour	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.11	Normal Time Labour rates for remedial maintenance	per hour	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.12	Overtime labour rates for installation and remedial maintenance outside normal business hours	per hour	R825,00	R629,69	R944,53	R1010,65	R1081,39

Item	Description	Unit	Installation Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
B.1.13	Security Alarm System Installer	per hour	R300,00	R321,00	R343,47	R367,51	R393,23
B.1.14	Cable Installer	per hour	R250,00	R267,50	R286,22	R306,26	R327,69
B.1.15	Electrician	per hour	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.16	Technical Support inclusive of As-Built drawings	per hour	R450,00	R481,50	R515,20	R551,26	R589,85
Per Day Rates							
B.1.17	Security Alarm Technician	per day	R1850,00	R1979,50	R2118,06	R2266,32	R2424,97
B.1.18	Security Alarm First Line Support Technician	per day	R1850,00	R1979,50	R2118,06	R2266,32	R2424,97
B.1.19	Security Alarm Second Line Support Technician	per day	R1850,00	R1979,50	R2118,06	R2266,32	R2424,97
B.1.20	Training for City Staff – On-site complete, with video recording of training session provided on portable memory device within 5 days of session	per day	R3570,00	R3819,90	R4087,29	R4373,40	R4679,54
B.1.21	Security Systems Specialist Engineer	per day	R3570,00	R3819,90	R4087,29	R4373,40	R4679,54
B.1.22	Hiring of Cherry Picker including Delivery and Collection	per day	R4165,00	R4456,55	R4768,50	R5102,30	R5459,46
B.1.23	Hiring of Scaffolding including Delivery, Erection, Certification, Dismantling and Collection	per day	R7282,80	R7792,59	R8338,07	R8921,74	R9546,26
B.1.24	Central alarm monitoring system software update complete	per day	R2973,81	R3181,97	R3404,71	R3643,04	R3898,05

Item	Description	Unit	Installation Price per Unit (ZAR excl. VAT)				
			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Year 5 Rate
Per Unit Rates							
B.1.25	Transportation rates (for remedial maintenance only)	per km	R5,50	R5,88	R6,29	R6,73	R7,20
B.1.26	Inclusive call out fee (inclusive of 1 hour labour) per call	per call	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.27	Cable installation complete including terminations and labelling	per metre	R40,00	R42,80	R45,79	R49,00	R52,43
B.1.28	Trunking installation complete with bends, corners and matching covers	per metre	R40,00	R42,80	R45,79	R49,00	R52,43
B.1.29	PVC conduit installation complete, with galvanised draw wire, on surface	per metre	R35,00	R37,45	R40,07	R42,87	R45,87
B.1.30	Galvanised conduit installation complete, with galvanised draw wire, on surface	per metre	R45,00	R48,15	R51,52	R55,12	R58,98
B.1.31	Conduit installation complete, with galvanised draw wire, chased in brickwork and made good	per metre	R60,00	R64,20	R68,69	R73,50	R78,64
B.1.32	Cable installation complete, including terminations and labelling, drawn into wire-ways	per metre	R55,00	R58,85	R62,96	R67,37	R72,09
B.1.33	Cable laid in trench at 400mm below finished ground level, complete including excavation, terminations, back-fill, compaction and reinstatement.	per metre	R550,00	R588,50	R629,69	R673,77	R720,93
B.1.34	Alarm Monitoring	per month	R1900,00	R2033,00	R2175,51	R2327,58	R2490,51

Schedule 9: Occupational Health and Safety Agreement

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

.....
(Supplier/Mandatory/Company/CC Name)

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town