



**TENDER NO: 239S/2022/23**  
**THE PROVISION OF FIRE AND ACCESS CONTROL SYSTEM MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS).**

**CONTRACT PERIOD: 01 JULY 2023, NOT EXCEEDING 36 MONTHS**

**V5**

**CLOSING DATE: 07 February 2023**

**CLOSING TIME: 10:00**

**TENDER BOX NUMBER: 145**

**TENDER FEE:** **R 200.00** Non-refundable tender fee payable to Cape Town Stadium (RF) SOC Limited for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

<b>TENDERER</b>	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS (if different from above)</b>	
<b>TOTAL BID PRICE (Incl. VAT) – Page 16</b>	
<b>B-BBEE LEVEL CLAIMED</b>	

<b>ISSUED BY:</b>
Cape Town Stadium (RF) SOC Limited Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</b>
<b>1</b>
<b>2</b>
<b>3</b>

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**(1) GENERAL TENDER INFORMATION**

<b>TENDER ADVERTISED</b>	:	<b>09 December 2022</b>
<b>CLARIFICATION MEETING</b>	:	Not Compulsory, But Strongly Recommended.
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	Thursday <b>24 January 2023</b> , at the DHL Stadium, Fritz Sonnenberg Road, Cape Town, Entrance Gate 00, Parking Level 01, Foyer A , 1st Floor South Conference Room at <b>10:00-11:30</b> .
<b>TENDER BOX &amp; ADDRESS</b>	:	<b>Tender Box as per front cover</b> at the City of Cape Town, <b>Tender &amp; Quotation Boxes Office</b> , 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
:	:	The Tender Document (which includes the Form of Offer and Acceptance) Completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement <b>"239S/2022/23: THE PROVISION OF FIRE AND ACCESS CONTROL SYSTEM MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS)"</b> , the Cape Town Stadium tender box No <b>145</b> and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
<b>DHL STADIUM TENDER REPRESENTATIVE (TECHNICAL) :</b>		<b>Kevin Wood</b>
<b>DHL STADIUM TENDER REPRESENTATIVE (ADMINISTRATIVE):</b>		<b>Blake D'Oliveira</b>
<b>Email:</b>		<a href="mailto:Blake.DOliveira@capetown.gov.za">Blake.DOliveira@capetown.gov.za</a>



### (3) FORM OF OFFER AND ACCEPTANCE

**TENDER NO.239S/2022/23: THE PROVISION OF FIRE AND ACCESS CONTROL SYSTEM MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS).**

#### PART A (TO BE FILLED IN BY TENDERER):

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

<b>Name of Tendering Entity*</b> (“the tenderer”)	
<b>Trading as</b> (if different from above)	

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

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

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the Cape Town Stadium (RF) SOC Limited;
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 render all or any of the services described in the tender document to the Cape Town Stadium (RF) SOC Limited in accordance with the:
  - 4.1 terms and conditions stipulated in this tender document;
  - 4.2 specifications stipulated in this tender document; and
  - 4.3 at the prices as set out in the Price Schedule (**Section 3**).
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Print name(s):

On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

INITIALS OF CTS OFFICIALS		
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<b>FORM OF OFFER AND ACCEPTANCE (continued)</b>
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**TENDER NO.239S/2022/23: THE PROVISION OF FIRE AND ACCESS CONTROL SYSTEM MAINTENANCE AND EVENT SUPPORT SERVICES FOR THE CAPE TOWN STADIUM (CTS).**

**PART B (TO BE FILLED IN BY DHL STADIUM (RF) SOC LIMITED)**

By signing this *Form of Offer and Acceptance* the DHL Stadium (also referred to as the 'Purchaser'):

1. accepts the offer submitted by **(DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER")** \_\_\_\_\_ ,  
thereby concluding a contract with the supplier for a contract period commencing on [•] and terminating on [•];
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  
The CEO of Cape Town Stadium (RF) SOC Ltd

\_\_\_\_\_  
Print name(s):  
(duly authorised in terms of the authorities  
Framework as approved by board of Directors,  
Cape Town Stadium (RF) SOC Ltd.

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**FORM OF OFFER AND ACCEPTANCE (continued)**  
**(TO BE FILLED IN BY THE CAPE TOWN STADIUM (RF) SOC LTD)**

**Schedule of Deviations**

**Notes:**

1. The extent of deviations from the tender documents issued by the DHL Stadium 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 DHL Stadium 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 DHL Stadium during this process of offer and acceptance.

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

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## (4) PRICE SCHEDULE

### Pricing Instructions:

- 4.1 Prices must be quoted in South African currency and be exclusive of value-added tax (VAT). VAT must be displayed separately on the invoices (if applicable).
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, may be interpreted as no offer having been submitted and may deem the entire offer non-responsive.**
- 4.6.1 Where no rate has been entered, CTS will provide the bidder with an opportunity to confirm where the line item is to be evaluated at a nil rate, i.e. that there is no charge for that item. Bidders will not be allowed to submit a new or revised rate in the above instance and should the bidder not confirm that the item is to be evaluated at a nil rate, then the offer will be deemed non-responsive.
- 4.7 Tenderers may request price adjustments based on the Special Conditions of Contract and Schedule 8. Firm prices will not be considered and the tender will be declared non-responsive.
- 4.8 The Cape Town Stadium intends to award the contract to one (1) Service Provider only.
- 4.9 The rights fee to be paid on an annual basis on the anniversary date. Year two (2) and three (3) will be subject to adjustment in accordance with **Schedule 8**.
- 4.10 The event fee payable to Cape Town Stadium will stay at 15% per invoice (for events attended) for the duration of the contract.
- 4.11 Tenderers are required to price for all items as per the Pricing Schedule, **failing which will deem the tenderer non-responsive.**

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## PRICING SCHEDULE: A

#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
<b>(A) Contract Administration</b>						
A.1	Contract Administration		Monthly	1		
<b>MONTHLY TOTAL (A)</b>						
<b>(B) Fire Detection, Evacuation &amp; Gaseous Fire Suppression</b>						
<b>B.1</b>	<b>Hardware: Control/Head end</b>					
B.1.1	Master Fire Control Panel	Edwards System Technology (EST3)	Qty	2		
B.1.2	Fire Control Panel		Qty	6		
B.1.3	Amplifier Fire panel		Qty	242		
B.1.4	Fireman's Phone Master		Qty	1		
B.1.5	BMS Integration		Points	75		
B.1.6	REMRAD system		Qty	1		
B.1.7	LAN interface		Qty	1		
B.1.8	PA interface		Qty	1		
B.1.9	Batteries		Sum	1		
<b>B.2</b>	<b>Hardware: Field/Devices</b>	All EST3 devices				
B.2.1	Controller Modules (in junction boxes & 4x2 boxes)		Qty	656		
B.2.2	Fireman's telephone system units		Qty	31		

INITIALS OF CTS OFFICIALS

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#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
B.2.3	Heat Detectors		Qty	125		
B.2.4	Optical Detectors		Qty	1081		
B.2.5	Break Glass Units		Qty	350		
B.2.6	Strobe		Qty	338		
B.2.7	Evacuation speakers		Qty	1062		
B.2.8	Amplifier junction box unit		Qty	49		
B.2.9	VESDA		Qty	2		
B.2.10	Tunnel Alarm System	Meycom	Qty	1		
<b>B.3</b>	<b>Hardware: Gas Suppression</b>	Inergen				
B.3.1	Standalone		Rooms	42		
B.3.2	Hydrostatic Testing (as per legislation)		Each	1		
B.3.3	Integrated with EST network		Rooms	4		
<b>B.4</b>	<b>Hardware: Transmission/Cabling</b>					
B.4.1	Detectors & Audio EVAC	FR 20	Sum	4		
B.4.2	Pull Stations		Sum	4		
B.4.3	Lock-out Devices		Sum	4		
<b>B.5</b>	<b>Software</b>					

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#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
B.5.1	Configuration and Management Software	EST	Sum	1		
<b>MONTHLY TOTAL (B)</b>						
<b>(C) CCTV</b>						
<b>Hardware: CCTV System</b>						
<b>C.1</b>	<b>Hardware: Camera Equipment</b>					
C.1.1	High Speed Dome	Bosch	Qty	14		
C.1.2	Pan, Tilt, Zoom (PTZ)	Bosch	Qty	3		
C.1.3	Static Camera	Bosch	Qty	35		
C.1.4	Mini Dome	Bosch	Qty	241		
<b>C.2</b>	<b>Hardware: Recording</b>	Bosch RAIDWatch				
C.2.1	Network Attached Storage devices	Bosch	Qty	10		
<b>C.3</b>	<b>Software</b>					
C.3.1	Video Management System Software	Bosch (BVMS)	Qty	1		
C.3.2	Remote Viewing clients	Bosch	Qty	12		
C.3.3	Intelligent VMD Software	Bosch	Qty	50		
C.3.4	Video software development kit	Bosch	Sum	1		

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#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
C.3.5	IP license		Sum	1		
<b>MONTHLY TOTAL (C)</b>						
<b>(D) ACS - Access Control</b>						
<b>D.1</b>	<b>Hardware</b>					
D.1.1	Credential		Qty	500		
D.1.2	Door Monitor		Qty	476		
D.1.3	BGU – ACS		Qty	116		
D.1.4	Battery sets - Schneider controller backup		Sum	1		
D.1.5	Battery sets – Vingcard		Sum	1		
D.1.6	Controllers	Schneider	Qty	177		
D.1.7	Vingcard workstation		Qty	1		
D.1.8	VingCard Encoder		Qty	1		
<b>D.2</b>	<b>Verification and Actuators</b>					
D.2.1	RFID Readers	TAC	Qty	189		
D.2.2	Pushbutton		Qty	189		
D.2.3	Magnetic Lock	Bell	Qty	239		
D.2.4	Electronic Locks for hospitality industry (Vingcard)	VingCard	Qty	241		

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#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
D.2.5	Roller Shutter Monitors		Qty	121		
D.2.6	Stand-alone Chubb locks	Chubb	Qty	8		
<b>D.3</b>	<b>Add On Modules</b>					
D.3.1	Card Production System		Sum	1		
D.3.2	Visitor Enrolment System		Sum	1		
<b>D.4</b>	<b>Software</b>					
D.4.1	Access Control System	Shneider	Sum	1		
D.4.2	VingCard Software	Vision, MACE	Sum	1		
D.4.3	SQL database		Sum	1		
D.4.4	RFIQ tracking software (Key & Fire Extinguishers)	RFIQ	Sum	1		
D.4.5	System generated reporting		Sum	1		
<b>MONTHLY TOTAL (D)</b>						
<b>(E) Turnstiles</b>						
<b>E.1</b>	<b>Hardware</b>					
E.1.1	Turnstile – Half Height	Turnstar	Qty	88		
E.1.2	Turnstile Readers	Skidata	Qty	88		
<b>E.2</b>	<b>Software</b>					

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#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
E.2.1	Configuration, control and reporting Software	Skidata Reporter	Sum	1		
E.2.2	Database	SQL	Sum	1		
<b>MONTHLY TOTAL (E)</b>						
<b>(F) Fire Protection</b>						
<b>F.1</b>	<b>Diesel &amp; Electric pump sets</b>					
F.1.1	Weekly testing of the pump set as per O & M manual		Sum	2		
F.1.2	Diesel engines to be maintained in accordance with the O&M specifications.	John Deere model 2.9L/4039/4.5/5.6L (128/008/158/258)	Sum	2		
F.1.3	Control valve maintenance		Sum	1		
F.1.4	Check system for leaks		Sum	1		
F.1.5	Check system operating pressure		Sum	1		
F.1.6	Check pump for noisy operation		Sum	1		
F.1.7	Jockey Pumps		Sum	2		
F.1.8	Electrical Panels		Each	2		
<b>F.2</b>	<b>Automatic Sprinkler System</b>					
F.2.1	Sprinklers		Sum	1		

#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
F.2.2	Piping		Sum	1		
F.2.3	Water Tanks		Each	2		
F.2.4	ASIB Inspection	Annually	Each	1		
<b>F.3</b>	<b>Hydrants &amp; Hose Reels System</b>					
F.3.1	Hydrants			171		
F.3.2	Hose Reels			215		
F.3.3	Water Tanks		Each	1		
<b>F.4</b>	<b>Portable Fire Extinguishers</b>					
F.4.1	4.5kg	DCP Type	Each	481		
F.4.2	6 litre	Water Mist	Each	12		
F.4.3	9kg	DCP Type	Each	33		
F.4.4	Hydrostatic Testing (as per legislation)		Each	1		
<b>F.5</b>	<b>Self-Contained Breathing Apparatus</b>					
F.5.1	Inspections		Each	9		
F.5.2	Maintenance		Each	9		
F.5.3	Hydrostatic Testing (as per legislation)		Each	1		

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#	Description	Model	UoM	Est. Quantities (A)	Rate per unit (B)	Monthly Rate excl. VAT (AxB=C)
<b>MONTHLY TOTAL (F)</b>						
<b>(G) Mechanical Doors</b>						
<b>G.1</b>	<b>Roller Doors</b>					
G.1.1	Electric & Chain	Rollup-Serranda	Each	212		
<b>G.2</b>	<b>Sliding Doors</b>					
G.2.1	Automatic Sliding Doors	Dorma/Taurus	Each	3		
<b>G.3</b>	<b>Sliding &amp; Swing Gates</b>					
G.3.1	Sliding Gates	Centurion	Each	2		
G.3.2	Swing Gates	Centurion	Each	8		
<b>MONTHLY TOTAL (G)</b>						
<b>TOTAL MONTHLY COST</b>						
1.	<b>Total Monthly ,cost for Section A to G (Excl. VAT)</b>					
2.	<b>VAT @ 15%</b>					
3.	<b>Total Bid Price (Incl. VAT)</b>					

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**PRICING SCHEDULE B: Events, ad hoc requests and emergency services - Labour rates**

**Note:** Tenderers to insert all items per pricing schedule over and above general monthly maintenance and to insert any additional items as deemed applicable.

Item no.	Description	Quantity	(A) Unit Price / hr Normal Time Excluding VAT ( R )	(B) Unit Price / hr Saturday & After Hours Excluding VAT ( R )	(C) Unit Price / hr Sunday/Public Holiday Excluding VAT ( R )
1	CCTV Engineer		A:	B:	C:
2	CCTV Technician		A:	B:	C:
3	CCTV Assistant		A:	B:	C:
4	Turnstile Engineer		A:	B:	C:
5	Turnstile Technician		A:	B:	C:
6	Turnstile Assistant		A:	B:	C:
7	Skidata Engineer		A:	B:	C:
8	Skidata Technician		A:	B:	C:
9	Skidata Assistant		A:	B:	C:
10	Roller Shutter Technician		A:	B:	C:
11	Roller Shutter Assistant		A:	B:	C:
12	Fire Detection Engineer		A:	B:	C:
13	Fire Detection Technician		A:	B:	C:
14	Fire Detection Assistant		A:	B:	C:
15	Fire Protection Engineer		A:	B:	C:
16	Fire Protection Technician		A:	B:	C:
17	Fire Protection Assistant		A:	B:	C:
18	Cabling Infrastructure Engineer		A:	B:	C:
19	Cabling Infrastructure Technician		A:	B:	C:
20	Cabling Infrastructure Assistant		A:	B:	C:
21	RFIQ Technician		A:	B:	C:
22	RFIQ Assistant		A:	B:	C:
23	Safety Officer		A:	B:	C:

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**PRICING SCHEDULE C: Items not covered in tender specification.**

Item no.	Description	(A) Percentage Mark Up (%)
1	<b>RATES FOR MATERIAL ITEMS NOT COVERED BY THE MAINTENANCE AGREEMENT</b>	
	Profit Margin / Mark-up (%)	
2	<b>RATES FOR SPECIALIZED EQUIPMENT RENTAL NOT COVERED BY THE MAINTENANCE AGREEMENT</b>	
	Profit Margin / Mark-up (%)	
3	<b>RATES FOR PROVISION OF SPECIALIZED SERVICES NOT COVERED BY THE MAINTENANCE AGREEMENT</b>	
	Profit Margin / Mark-up (%)	

**NOTE:** Proposed mark-ups of greater-than 10% may not be considered market-related, and CTS may require bidders to justify the proposed mark-up during evaluation. Should a mark-up of greater-than 10% be submitted, it will be subject to negotiation of the final unit rates and fees applicable to the contract (i.e. in line with Section 24 of the CTS SCM Policy).

**PRICING SCHEDULE D: Revenue Based Offer**

Item	Description	Unit	Contribution Tendered Rate (amount <u>excluding VAT</u> ) payable to the Cape Town Stadium
1	Rights Fee (*)	Annually	R183 000.00
2	Event Fee (**)	per event	15% based on invoice

(\*) Right to refer your company as a "preferred supplier to the CTS" in their designated field of expertise. Right to negotiate additional branding inventory including signage, LED and screen space.

(\*\*) 15% all invoices generated off event invoices directly secured from the CTS.

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## (5) SPECIFICATION(S)

During the duration of the contract and if the need arises, maintenance activities could arise due to additional equipment (relevant to the expertise pertaining to this contract) being added to the facilities portfolio. Any pricing for the additional work within this contract has to be based on the labour, material or specialised services detailed rate cards for items not covered by this maintenance agreement – as per Pricing Schedules.

### 5.1 STANDARDS

The latest approved revisions of the following documents apply:

All relative documentation will comply with the latest amendment of the following standards, codes and statutory requirements, stipulations, regulations and provisions and all workmanship shall be carried out in accordance with the relevant safety procedures:

- Environmental Conservation Act No. 73 of 1989
- The Occupational Health and Safety Act, Act No 85 of 1993
- Municipal by-laws and Local Governing Body
  
- Local Fire-Brigade Regulations
- National Building Regulations SANS 10400
- All applicable SANS specifications, or BS specifications where no SANS specifications exist
- Manufacturer's maintenance specifications
- The as-built record and maintenance manuals

### 5.2 TECHNICAL AND FUNCTIONAL REQUIREMENTS

#### 5.2.1 IT and HMI system interfaces

##### IT system interfaces

Many of the electronic systems at the stadium make use of structured IT infrastructure (cabling, servers, switches, workstations etc.) which will be maintained and managed by the DHL stadium on-site staff. Should the Contractor encounter any problems which may be as a result of the IT network, or require any changes to be made to their system affecting the IT network, it is the Contractor's responsibility to manage, communicate and escalate these issues with the Stadium ICT Head.

##### HMI System interfacing

The Stadium HMI (Human Machine Interface) will be maintained and managed by the DHL stadium on-site staff. The HMI monitors various electronic systems graphically and any changes made to the electronic systems would need to be reflected in the HMI. Therefore the Contractor's monthly summary reports must include any system MACD's (Moves, Add, Changes and Deletes) that would affect the HMI.

#### 5.2.2 SPECIFICATION

All activities shall be recorded for filing and reporting purposes. The Contractor shall provide certification or any other relevant documentation as demonstration of technical compliance and experience in maintaining all the described equipment in this specification. Specific reference to manufacturer (and if possible, type and model) is required. If the Contractor is not an accredited agent of the supplier of the equipment, the Contractor is to describe their sub-contractors who will perform this work

If the contractor is not the accredited agent of the supplier of the equipment, the contractor is to provide details of their proposed sub-contractors who will perform this work, along with an agreement between the parties/companies as to the nature of the relationship and explanation of the roles, responsibilities and accountabilities. Bidders may also conclude such an agreement through a Joint Venture or Consortium.

### 5.2.3 Preventative maintenance management (Proactive)

The Contractor shall uphold its highest standards to ensure that the electronic systems described in this section are fully functional during business hours and event periods.

#### Testing & Inspections

Full device functionality shall be tested and the contractor shall record status of findings (checkpoints against all physical devices). The price listed in the Schedule of Rates must include the full maintenance team required to fulfil the duties based on the legislative frequencies.

The contractor is to refer to the individual system Operating & Maintenance documentation as and when necessary.

In general, for all systems, the Contractor is to check and report on the following overall functionality:

- Presently in service (yes/no)
- Functioning according to manufacturer specification (yes/no, with comment)
- Configured to installation specification, or best practice (identify which, comment)
- Health status (excellent, functional, poor, comment)

#### Software

- Report status (monthly)
  - Presently in service (yes/no)
  - Configured to installation specification, or best practice (identify which, comment)
  - Report on any other relevant checkpoints and findings
- Backups
  - Inspect annually, and/or after any significant changes during events or MACD procedures
- License renewal
  - Renew as and when required, according to Contractor's knowledge of manufacturer/supplier specific licensing requirements
  - Licenses to be kept up to date at cost to DHL Stadium
- Update/upgrade
  - Check and install on an annual basis, or when significant updates to software have been released
- Database: inspect database location and integrity (quarterly)
  - Ensure all databases are properly backed up (quarterly)

#### Corrective action

Corrective action may be required as a result of a maintenance identified item, or a reported incident. All labour and consumables required for corrective action related to maintenance tasks will be quoted for and approved by DHL Stadium representative.

In addition, the Contractor shall:

- Undertake such preventative maintenance services and remedial maintenance services of the hardware and software systems as is necessary to maintain the systems in good working order and in accordance with the engineering and operational data for the software systems as published by its original manufacturer in the relevant technical manuals, appropriately revised from time to time
- Carry out all maintenance services during normal maintenance hours, which, for the purposes of this agreement, shall be between the hours of 08:00 and 17:00 Monday through Friday, but excluding public holidays
- The Client may request the Contractor to provide maintenance service outside the normal maintenance hours in which event the Contractor shall be entitled to charge for such service at the resource rates listed in response to the tender

All necessary corrective action shall be carried out, whether there is an on-site presence or call-out. This shall include:

#### **Physical Attention**

This includes Cleaning/lubricating/tightening/adjustment and any other physical actions acceptable to manufacturer specifications.

#### **Repair**

This includes on-site repair where possible, within scope of the contract. Where any hardware is removed from the premises pursuant to any repair required, the Contractor may, at its discretion, provide hardware on loan until such time as the original hardware is returned, installed and is fully functional and operative again

#### **Swop-out**

If an item is faulty and cannot be repaired with regular consumables, it may be exchanged for a unit in another location within the building, provided that:

- the exchange is either reinstated afterwards, or
- the faulty device is recorded as such in the stadium incident-logging facility

#### **Replace**

- First check warranty status of equipment. If under warranty, contact supplier and arrange for a replacement item. Follow up until corrective action is complete.
- If not under warranty, issue quote to client.

#### **Re-Configuration/programming**

Perform as necessary, in scope of the contract.

#### **5.2.4 Incident Management (Reactive)**

- The contractor may either be notified by Stadium Management of incidents requiring service attention, or log a requirement themselves

#### **5.2.5 Change management**

- This item refers to Moves, Additions, Changes and Deletes (MACD) to any hardware or software applicable to the contract

#### **5.2.6 Training and Education**

This will be required:

- Post corrective action
- Periodically, as and when required by Stadium Management

#### **5.2.7 Event day Responsibilities**

- The contractor shall ensure that they have an up to date schedule of planned events at the Stadium as far as possible
- The contractor shall confirm stadium management specific requirements for scheduled, and/or unscheduled events, as and when necessary.

#### **5.2.8 User Support**

The Contractor shall provide user support and advice as and when required by the client, via the applicable support methods:

- **Telephonic**

The contractor shall provide verifiable indication of the presence of professional telephonic support facilities, and

reliable capacity for direct contact with at least two technical experts in the technical scope of this specification. The above facility shall be available from at least 08h00 to 17h00 on workdays.

- **Email**

The contractor shall be equipped to manage and track email communication.

- **Online**

The contractor shall provide the capability for online support via an incident logging application, for services defined within contract scope.

- **On-site**

It is recommended that a competent on-site presence should be maintained for the duration of the contract

- **Call-out**

Same day response to technical incidents (if incident not resolvable via telephonic or online service) unless otherwise arranged by Client and Contractor. Alternative arrangements are to be authentically documented by the Contractor to limit liability of breach of contract by the Contractor.

### 5.3: CONTRACT ADMINISTRATION

#### 5.3.1 Service request logging

- The Contractor shall utilise their in-house incident service call logging system
- Incidents may be logged by the following methods:
  - Online logging directly into system
  - Telephone calls
  - Email
  - onsite staff communication
- Only incidents logged by the Client's appointed representatives may be attended to
- All incidents shall be assigned a tracking or log number. These may be used for following up on communication, and/or for reporting purposes
- The Contractor shall delegate all calls received from the Client to suitably qualified and experienced Engineers or Technicians employed by the Contractor, who shall perform their maintenance obligations and duties with reference to the service level criteria specified in the contract

#### 5.3.2 Recording

- All incident service communication and actions must be recorded
- Ensure that each service log can be traced to the relevant Contractor representatives
- Create a record after all/any responsibilities

#### 5.3.3 Reporting and Evaluation

- A summary report of the months actions and log activity shall accompany monthly billing
- A thorough quarterly report shall be provided to the Stadium Management or an independently appointed professional
- Ensure that each service log can be traced to the relevant contractor representatives
- On request the contractor shall furnish information regarding the status of repairs

#### 5.3.4 Meetings

- The contractor shall participate in all meetings and service review sessions called by the Client or appointed Professional, upon reasonable notice, to address issues related to the systems
- Meetings may be held on-site or via telephone/video/Skype call at the discretion of Stadium Management

### Vendor support management

- The contractor shall be responsible for the management of all contracts with their relevant suppliers/vendors/partners
- The contractor shall maintain all contact information and operational channels with these vendors
- It is recommended that an on-site presence should be maintained for the duration of the contract

## 5.4: ADDITIONAL INFORMATION

### 5.4.1 Maintenance service exclusions

- The contract shall not cover repair of damage, replacement of parts or increase in service time necessitated by:
  - Disaster or acts of God (including water, fire and lightning)
  - Vandalism, accident or neglect by the Client, its Employees, Agents, Sub-agents or Tenants
  - Faults to the systems caused by the Client's failure to provide a suitable environment for the systems as prescribed by the Manufacturers
  - The use by the Client of the systems for purposes other than those for which they were designed
  - The repair, service, inspection, tampering or alteration of the systems by personnel who are not employed or managed by the Contractor
  - The maintenance of repair of telecommunication lines, networking and apparatus connected to, but external to, the systems
  - Where software is being used by others or configured not in accordance with the original Vendor's architectural specifications or guidelines, the Contractor cannot be held responsible for the ongoing services stability and availability

### 5.4.2 Information required

- Completed Schedule of Rates
  - Read the accompanying notes to the Schedule carefully
  - Price technical resource rates
  - Price line items of Schedule
- Contact details/resource information
  - Detailed baseline maintenance program indicating proposed dates and frequencies
  - Maintenance Program to be updated monthly
  - Contract team organogram, indicating responsibilities & contact details
  - Sub-contractors for specialised services, indicating responsibilities & contact details

## 5.5 FIRE DETECTION, EVACUATION AND GASEOUS FIRE SUPPRESSION

**NOTE:** UTC, SAQCC (Respective accreditation relative to the equipment), VESDA, ASIB, PSIRA, FDIA, Meycom (or similar), SAQA certification to be supplied with the tender document or upon request.

- All Stadium fire panels, amplifiers, devices and software including the gas suppression in electronic and electrical rooms. Gas Suppression systems are either standalone or integrated with the EST network
- The breathing apparatus situated at the main computer rooms and transformer rooms needs to be inspected on a monthly basis and maintained according to the appropriate standards
- Manufacturer: Edwards System Technology (EST3)
- Supplier: GE (General Electric)
- Integrator: Dimension Data, Fire and Instrumentation Services (FIS)

### 5.5.1 Hardware: Fire Detection, Evacuation and Gas Suppression

The Cape Town Stadium fire detection and ancillary equipment consists of the following main subsystems:

- Edwards EST panel and consists of 7 linked panels.
- Master Fire control panel in VOC, and Security Office at stadium bus exit
- 6 repeater panels in ICT equipment rooms.
- Optical smoke detection throughout the enclosed spaces of the stadium including public spaces, plant rooms, kitchens and kiosks for the protection of lives, property & equipment
- Roof void detector situated in new suite areas levels 6 to 8 on east and west.
- Specialised heat detection in critical plant rooms for the protection of property.
- Manual break glass units and strobe lights for indicating fire conditions are placed in parking areas and strategic locations
- Interfacing with third party systems such as fire shutters, access control systems, vehicular access systems, lift grounding, air conditioning, ventilation, fire sprinklers and others
- Suppression systems in critical electrical plant rooms (Carbon dioxide systems) and the main and redundant server rooms, together with their associated UPS rooms (Inergen systems)
- SCBA (Self Contained Breathing Apparatus) equipment, note allow for rate in pricing schedule for hydrostatic testing (as per legislation)
- A VESDA system installed in the cable tunnels for early detection of smoke in high air flow areas
- Stand-alone heat activated Suppression systems in the various equipment rooms
- Automatic voice evacuation system
- Interfacing with a secondary evacuation and PA system installed in the pedestrian underpass and the Main/Western Forecourt/McDonalds area
- A series of fireman's telephones located in the lobby of each fireman's lift connected to the master unit in the VOC BMS room
- The REMRAD unit is interfaced with the existing fire and emergency detection systems and ensures automatic transmission of alarms via 2 way communications

### 5.5.2 System Description

The DHL Stadium fire detection and evacuation runs on an Edwards EST panel and consists of 7 linked panels situated in 5 equipment rooms, the ground floor security room and the VOC BMS room. The panels are linked on a class A redundant loop with the main audio generating facility on the panel situated in the BMS room. All faults and fires generated on any single loop are displayed on all panels simultaneously. The system is integrated with other building system via a series of junction boxes using voltage free relay contacts. The system is further connected to the BMS HMI via a hardware protocol converter. The audio evacuation system is based on the fire detection panels with the voice message being stored on an Audio Source Unit built into the panel in the VOC BMS room. The audio signal is distributed to the fire panels over a digital audio loop. The digital signal is converted to an analogue signal at each panel from where the signal is led to distributed amplifiers powering speakers in the various zones. The audio signal to the outside zones is fed to a single TOA amplifier via a line attenuator from where the speakers are powered. The fireman's telephone system is integrated into the address loop of the fire detection system for identification of the different telephone locations, and the audio component of the fireman's telephone system is fed back to the master unit located in the main panel in the VOC BMS room.

### 5.5.3 Requirements for Companies Servicing the System

The company responsible for the service and maintenance of the system should have at least the following minimum expertise and facilities and skills available:

- The company must have at least one and preferably two technicians qualified to programme and maintain the Edwards fire detection system based in Cape Town offices. Such qualifications should be obtained from UTC, the supplier of the Edwards fire detection systems.
- The company must have suitable experience in supplying, installing, commissioning and maintaining complex networked fire detection systems such as installed in the stadium.
- The company should have in its employ suitably qualified engineers and engineering technicians able to understand and implement any modifications and upgrades to the system that may be required in future.
- The company should hold the necessary statutory registrations for working on complete systems such as PSIRA registration for working on security installations and SANAS/SAQCC/FDIA/ SANS 10400 accreditation or working on high pressure suppression systems.
- The company must have the latest available release of Autocad available for reading and updating the system drawings.
- The company must have suitable workshops and test facilities for testing, fault finding and repair of system components. Such facilities must include a panel to which suspect parts can be connected for testing purposes.
- Confirm full specification functionality status of EST FIRE system
- Check status of fault conditions on FIRE system(weekly)
- Perform smoke and double-knock test on any three detectors (1 in one zone, 2nd & 3rd in another zone) (quarterly)
- Test a manual call point, progressing to a different call point for each successive test (quarterly)
- Test two different fire system integration points with roller shutters and access doors (quarterly)
- Test two different fire system integration points with the HVAC system (quarterly)
- Check all, and test one fire system integration points with sprinkler valves (annually)
- Inspect and assess all panels and equipment junction boxes for corrosion, heat damage, water damage, dust sealing and any other physical signs of degradation (annually)
- Check Gas release actuators and safety equipment at MV and main IT rooms for status: ready and functioning as specified (quarterly)
- Confirm connectivity status to PA system (quarterly)
- Inspect and test fire panel batteries (quarterly)
- Inspect and test all backup batteries (annually)
- Inspect and clean the moat smoke detectors on a monthly basis (X10 devices)

#### **5.5.4 Alarm system in the underground passages.**

The installation includes hardwired PIR's at each of the 4 entrances of the underground passage and both sub passages leading to cable risers.

Each PIR is connected to its own individual control box located behind each PIR. This control box is then connected to its own strobe siren, mounted outside the door nearest to the specific PIR.

There are 2 x ET transmitters for resetting the alarms, a control box with back-up battery and a key switch.

Once the PIR has been deactivated a red LED light will come on and the alarm won't trigger until the PIR has been activated again.

System operation and components need to be inspected on an annual basis.

#### **5.6 FIRE PROTECTION SYSTEM**

The DHL Stadium Fire Protection System consists of; an Automatic Sprinkler, Hydrant and Hose installation and Portable Fire Extinguishers.

The requirement is for the equipment and the sprinkler system to be maintained within the specifications of the Automatic Sprinkler Inspection Bureau (ASIB), The South African Qualification & Certification Committee (SAQCC), National Building Regulations and the City's Fire Department Regulations. Any recommendations from the clients insurance company, is to be taken on-board and implemented.

This includes a weekly test/inspection of the control valves, pumps and equipment in new construction areas level 6 to 8 east and west. A visual inspection of the sprinkler & hydrant piping infrastructure and portable fire equipment needs to be performed on a monthly basis. These inspections must be documented and any deviations must be reported upon.

A rate is required for the annual inspection on the automatic sprinkler system by ASIB. If the frequency is to change, sufficient proof of the legislation is to be submitted with the tender submission.

The following is a general description of the systems installed together with an expectation of what maintenance is to be provided by the successful service provider.

#### 5.6.1 Automatic Sprinkler System

The system comprises of 14 (fourteen) complete sets of 150mm Ø installation control valves, complete with mechanical alarm and 150mm Ø by-pass facilities, all located in the sprinkler valve room at the Podium entrance Grid Line 100 and dedicated as follows:

Areas fed by sprinkler control valves:

Control Valve # 01	Feeds Level 00 Grid lines 100 – 370
Control Valve # 02	Feeds Level 00 Grid lines 370 – 580
Control Valve # 03	Feeds Level 00 Grid lines 580 – 100
Control Valve # 04	Feeds Podium Level 00
Control Valve # 05	Feeds Level 03 & Level 02 VIP Foyer
Control Valve # 06	Feeds Level 04
Control Valve # 07	Feeds Level 05
Control Valve # 08	Feeds Level 06
Control Valve # 09	Feeds Level 07 (future)
Control Valve # 10	Feeds Level 01 Grid lines 100 – 370
Control Valve # 11	Feeds Level 01 Grid lines 370 – 630
Control Valve # 12	Feeds Level 01 Grid lines 630 – 100
Control Valve # 13	Feeds Podium Level 01
Control Valve # 14	Feeds New Suites (150 mm valve)

There a (6) new monitored control valves with 150 Riser and reduced to 100mm at valve  
 6<sup>th</sup> floor East and West  
 7<sup>th</sup> floor East and West  
 8<sup>th</sup> floor East and West

All isolating valves are secured with chains and keyed alike padlocks. These valves and associated equipment has to be maintained on an annual basis based on the applicable specifications and standards.

A water flow switch complete with 25mm Ø test line is provided at each control valve and is connected to the main fire panel.

An additional flow switch is provided on the delivery from the fire pumps and is connected to the BMS system.

Two Fire Brigade Booster Connections are provided directly above each Installation Control Valve.

The water supply is by one electrically driven and one Diesel driven fire pump (primary and secondary) fed by water storage tanks with a tank fill connection direct from the municipal main. The capacities of the tanks are 180 cubic metres (2 x 90 m<sup>3</sup>) in total.

The pumps are described briefly below.

A 150mm Ø supply direct from the municipal main also feeds all the sprinkler control valves. Municipal water supply feed pressure readings required annually.

The system is designed to Ordinary Hazard with a minimum design density of 5mm per minute per square metre.

In the event of a fire, only those sprinklers exposed to the heat of the fire will operate – all sprinklers will not operate simultaneously.

No sprinklers are provided on Level 02 as per the rational fire design (except for the VIP entrance area).

### 5.6.2 Hydrant & Hose Reel System

The system comprises of 1 complete set of 150mm Ø installation control valves, complete with 150mm Ø by-pass facility, located in the Sprinkler Valve Room at the Podium entrance Grid Line 100.

A water flow switch complete with 25mm Ø test line is provided at each control valve and is connected to the main fire panel.

An additional flow switch is provided on the delivery from the fire pumps and is connected to the BMS system.

Two Fire Brigade Booster Connections are provided directly above each Installation Control Valve.

The water supply is by one electrically driven and one Diesel driven fire pump (primary and secondary) fed by water storage tanks with a tank fill connection direct from the municipal main. The capacity of the tank is 75 cubic metres.

The pumps are described briefly below.

A 150mm Ø supply direct from the municipal main also feeds all the sprinkler control valves. Municipal water supply feed pressure readings required annually.

Hydrant and Hose Reels are provided throughout the complex and located to meet the requirements of the local municipality.

Hydrant valves are 70mm instantaneous coupling right angled type, which are compatible with the fire equipment of the City of Cape Town Fire Department.

No hoses or branch pipes are provided for the hydrants as they are designed for use by the Fire Department personnel only.

Hose reels are provided with 30m of 20mm Ø hose and fitted with a nozzle of 6.35 mm orifice diameter.

### 5.6.3 Portable Fire Extinguishers

Predominantly, there are 2 x 4.5kg Dry Chemical Powder (DCP) extinguishers are situated at each hose reel.

Total number of extinguishers provided ± 481 of 4.5kg DCP where a few additional units are kept as spare for rotational purposes.

The water mist extinguishers are dedicated to the kiosks and kitchens where the infrastructure is for potential food preparation. Note allow for rate in pricing schedule for hydrostatic testing (as per legislation)

All the extinguishers must be visually inspected on a **monthly** basis and serviced on annually. A checklist is to accompany the monthly report whereby any shortcomings are to be noted and escalated. If the inspection identifies a critical issue, the Stadium Management representative must be notified immediately.

#### 5.6.4 Water Supplies

At the time of construction, due to the inadequacy of the municipal main to provide the necessary water supply performance, an independent water supply has been installed on the site.

The sprinkler and hydrant systems each comprise of the following;

- 1X full duty diesel driven fire pump
- 1X full duty electrically driven fire pump
- 1X pressure maintenance jockey pump set
- Electrical control panels for the above

The duty of the pump sets is:

Sprinkler pumps 2 000lt per minute @ 800 kPa

Hydrant pumps 1 500lt per minute @ 800 kPa

These pump sets are to be maintained on an annual basis as per O & M manuals/specifications.

#### 5.6.5 Jockey Pump & Controller

The function of the Jockey Pump unit is to maintain the pressure in the fire system pipe work and to cope with any minor leakage, preventing false alarm starts of the main fire pumps.

The Jockey Pumps are controlled automatically (both starting and stopping) by the Jockey Control Panel via the Jockey Pressure Switch situated on the Start Arrangement (the top pressure switch on the start arrangement).

The Jockey Pump cannot keep up with the flow of a fire sprinkler or use of a hose reel, resulting in the system pressure falling which will activate the Main Fire Pump/s.

	<b>Sprinkler</b>	<b>Hydrant</b>
Approximate Jockey Pump Operating	<i>Start: 700kPa</i>	<i>700kPa</i>
	<i>Stop: 800kPa</i>	<i>800kPa</i>

#### 5.6.6 Electric Fire Pump & Controller

In the event of a fire or use of hydrants & hose reels, the system pressure will fall to a pre-set pressure at which point the Electric Controller will activate starting of the electric motor and bring up a Fire Alarm signal via the dedicated Electric Pump Pressure Switch on the start arrangement (the second pressure switch down from the Jockey Pressure Switch).

**The electric Fire Pump will run until stopped manually i.e. IT WILL NOT STOP AUTOMATICALLY hence security or other personnel must react to a “Fire Alarm” or “Pump Run” signal.**

Approximate Electric Pump Start: 600kPa

#### 5.6.7 Diesel Fire Pump & Controller

The Diesel Fire Pump has a similar function to that of the Electric Fire Pump but is installed as a back-up in the event of the failure of the Electric Pump or the power supply as the diesel control panel is operated via the engine batteries.

Each system comprises two separate sets of engine batteries each with its own automatic battery charger hosed in the Diesel Controller section and an automatic start control timer which cranks the engine on one battery set for approximately 15 seconds, rests for 6 seconds, then cranks on the other battery set for 15 seconds – repeating the cycle three times on each battery set (i.e. six start attempts) and if the engine has still not started the “Pump Fail” alarm will come up.

Provision is made for manually cranking the engine via the “Emergency Start” Push Buttons (one for each battery set) which will by-pass all the control circuitry. The extractor fan is connected into the Diesel Controller and will operate automatically on a “Pump Run” signal.

Approximate Diesel Pump Start	Switch	-	500Kpa
	Switch	-	450kPa

#### 5.6.8 Annunciator Panel Section

The function of this panel is to monitor certain functions and circuits in the pump house and to bring up relevant alarms (sirens, bells and flashing light mounted near the pump house door). This panel is connected to potential free contacts in both the Diesel and Electric Controllers and incorporates its own battery set to monitor and power the alarms in the event of a power failure.

#### 5.6.9 Fire alarm

This brings up the continuous siren and red flashing light outside the pump house. This is activated by low pressure in the system via the system pressure switches (electric & diesel) and will start the electric motor and/or engine via the relevant control panel section.

#### 5.6.10 Pump Run

This comes on when either the Electric or Diesel pumps are running together with the flashing light (this is NOT activated by the Jockey Pump).

#### 5.6.11 Pump Fail

This illuminates if the electric motor has not started (changed from Star to Delta) after a set time or the diesel engine has not started after six cranking attempts, bringing up the intermittent siren and red flashing light outside the pump house.

**This requires urgent attention as there will be a Fire condition yet the pump has attempted to start but has failed for some reason!! – Check urgently for power, isolator off, fuel, battery problems or other failure – repair immediately!!**

#### 5.6.12 Mains Fail

This is brought on should the main power supply to the Electric Controller or Diesel Battery Charger be interrupted – bringing up the bell and red flashing light outside the pump house.

#### 5.6.13 Control Circuit Fail

This is brought on should any of the main control circuits in the electric or diesel panel fail, as well as having the mains power off with the diesel engine batteries disconnected.

#### 5.6.14 Low Oil Pressure

Raises the alarm but does NOT stop the engine if the oil pressure fails on the diesel engine. This should require urgent attention to prevent serious damage to the engine.

**5.6.15 Battery Charger Fail**

This indicates one or both of the diesel battery chargers is faulty. This will also come on with "Mains Fail". Should a fault occur it is vital this be attended to urgently to ensure functionality of the unit in the event of a fire.

**5.6.16 High Engine Temperature**

This indicates the engine is overheating and will provide an alarm only – it will NOT shut the engine down and should this alarm come on it **requires urgent attention to prevent serious damage to the engine** due to overheating. Check for a broken drive belt, coolant level, raw water flow through the heat exchanger or other cooling fault.

**!!! Exercise extreme caution if the heat exchanger cap (radiator type cap) is removed when the coolant is hot – it can spray out causing serious burns to personnel!!!**

**5.6.19 System Fault**

This indicates a fault in one of the monitored circuits such as sirens, bell, beacon or wiring. A fault brings up the door bleeper.

**5.6.20 Alarm Accept Push Button**

This cancels the siren or bell on the sprinkler system but the red flashing light remains on for as long as an "Alarm" condition exists to remind one there is a problem in the pump house.

**5.6.21 Lamp Test Push Button**

This brings on all the door lamps to check they illuminate and are working.

**5.7 MECHANICAL DOORS**

**\*NOTE: Roll-up Seranda, Centurion, electro-mechanical door and gate, or similar certification to be supplied with the tender document or upon request.\***

**5.7.1 Roller Shutter Doors: Roll-up Serranda**

- Chain and electrically operated roller shutters.
- Manufacturer: Roll-up Serranda
- Supplier: Roll-up Serranda
- Integrator: Dimension Data, Fire and Instrumentation Services (FIS)

**5.7.1.1 Scope of Equipment**

Inspection and maintenance should be carried out every six months or more frequently, where necessary. Checks to ensure that nothing obstructs the correct operation of the door should also be included in more regular routine monitoring. These inspections are done as part of any major event preparation. All fire shutters comply with the SABS 1253 regulations.

The service provider must produce proof that their establishment is an accredited or certified agent to maintain and operate the Roll-up Serranda range of equipment.

Range of installed equipment, includes:

- Electrically operated roller grille
- Domestic type roll-up garage door
- Electrically operated automatic closing fire-rated roller shutter
- Electrically operated roller shutter – key switch operation
- Key switch activation (adjacent) for opening/closing and automatic closing with controlled descent, on receiving fire alarm signal

- Chain operated roller shutter
- Fire system integration enclosures, relays, contactors and wiring

Essential knowledge of operating the electro-mechanical and manual/chain type roller shutter door equipment for events catering for a capacity in excess of 50 000 patrons, is a necessity.

Items to be checked will depend on the manufacturer's recommendations, but will inevitably include:

- Hardware such as locks, latches, self or automatic closing devices to ensure they are approved and are compatible with the door
- Doors not held open by wedges or hooks
- Doors open and close easily and fully
- Lubricating and touch up painting
- No signs of corrosion or damage
- Moving parts and fusible links or detection devices not painted
- Check hinges and guides for wear and lubricate where necessary
- Travel paths of all moving parts free from obstruction
- Doors clearly marked and accompanied by special instructions where necessary
- Floor areas marked as no stacking areas
- Combustible stock kept clear of doors. Most doors have a reduced insulation property. Some may have none. Conduction of heat could then be a problem
- Automatic closing devices tested for effective operation
- Inspect the wall in which the door is located for obvious defects including:- any openings not sealed or protected, e.g. holes through which pipes or cables pass.
- All openings around the perimeter and on sides and top suitably sealed
- Walls should extend through ceilings to the roof and sometimes must extend through the roof to ensure effective separation
- Doors have to perform according to design specifications in a fire situation. The controls are integrated with the fire and evacuation system

Regular quality assessments by the parties concerned will highlight any shortcomings and initiate the subsequent non-conformance rectification process.

## **5.7.2 Automatic Sliding Doors**

- Automatic glass sliding
- Manufacturer: Unknown
- Supplier: Unknown
- Integrator: Taurus / Dorma Doors

### **5.7.2.1 Scope of equipment**

There are a total of three (3) automatic sliding doors installed in the Stadium. Two are installed at the tunnel entrance to the playing surface on Level 00 and one on Level 01 at the exit to the bowl seating at the Media Tribune (Block 100). The doors have electric motors that are activated via a motion sensor.

Routine six monthly maintenance includes regular checks of the fan belts, motor operation and sensor sensitivity.

## **5.7.3 Swing and Sliding Gates**

- Swing and sliding gates at 4 pitch access vomitories
- Manufacturer: Unknown

- Supplier: Centurion
- Integrator: Unknown

### 5.7.3.1 Scope of equipment

There are a total of eight (8) motorized swing gates at 4 pitch access vomitories, and two motorized sliding gates with key switches and sensors.

Routine annual maintenance includes lubrication, track cleaning and alignment, check of the motor operation, key switches and sensor sensitivity.

## 5.8 CCTV – CLOSED CIRCUIT TELEVISION

**\*NOTE: Bosch, installer or technician certification to be supplied with the tender document or upon request.\***

- All internal and external IP cameras including processing equipment, software, storage devices and dedicated workstations, over ICT network infrastructure
- Manufacturer: Bosch
- Supplier: Pentagon
- Integrator: Dimension Data, I to I Technologies/Zaktronics

### 5.8.1 Hardware and Software: CCTV

- Check CCTV system for functionality according to specification (annually)
- Check that all CCTV's are online (quarterly)
- Inspect each camera view via BVMS: mounting/field of view/focus/clarity (quarterly)
- Clean each camera lens as necessary, according to BVMS (quarterly)
- Inspect each camera physically: mounting/angle/condition (quarterly)
- Inspect external power and data connections for each camera (quarterly)
- Inspect all CCTV equipment in main IT rooms (Network Attached Storage) for physical condition and functionality (quarterly)
- Recorded/stored data to be inspected and managed: configuration and storage period (quarterly)
- Ensure all public area CCTV cameras are positioned as necessary, especially at mass entrance/exit areas (quarterly)
- Database to be backed up and to be stored off-site in case of on-site failure (quarterly)
- Check all server and desktop software and advise on version or latest upgrade (quarterly)

## 5.9 ACS – ACCESS CONTROL SYSTEMS

**\*NOTE: RFIQ installer or technician certification to be supplied with the tender document or upon request.\***

### 5.9.1 Access Control System: Access Doors

- Comprises of all devices and software for monitoring, controlling and activating access through mag-lock doors, magnetic door hold open devices and roller shutters, over the ICT network infrastructure
- Manufacturer: Security Expert Version 4.3.285.21 (Schneider Electric), BELL
- Supplier: Schneider Electric,
- Integrator: National Security and Fire

### 5.9.2 Hardware and Software: Access Control System: Access Doors

- Check online status of all door and roller shutter monitors (quarterly)
- Check online status of all controllers and card readers (quarterly)

- Test one Green Breakglass (GBG) (annually)
- Inspect and test controller batteries (quarterly)
- Inspect all device power and data connections, as well as physical condition (annually)
- Database to be backed up and to be stored off-site in case of on-site failure (quarterly)
- Check all server and desktop software and advise on version or latest upgrade (quarterly)

### 5.9.3 Access Control System: Hospitality Suites

- All devices for controlling entrance into Hospitality Suites, as well as software and a dedicated workstation
- Manufacturer: VingCard
- Supplier: ASSA ABLOY
- Integrator: ASSA ABLOY

### 5.9.4 Hardware and Software: Access Control System: Hospitality Suites

- Test all lock/reader batteries (quarterly)
- Inspect all door locks/readers for functionality (annually)
- Inspect all door locks/readers physically (annually)
- Database to be backed up and to be stored off-site in case of on-site failure (quarterly)
- Check all server and desktop software and advise on version or latest upgrade (quarterly)
- Inspect and test VingCard encoder (quarterly)

### 5.9.5 Access Control System: Chubb locks

- Stand-alone locks in eight specific locations (e.g. Ticket offices) for security purposes
- Manufacturer: Unknown
- Supplier: Chubb Security
- Integrator: Chubb Security

### 5.9.6 Hardware and Software: Access Control System: Chubb locks

- Test all locks/readers for functionality (quarterly)
- Inspect all locks for power/external connections (quarterly)
- Inspect all locks physically (quarterly)
- Database to be backed up and to be stored off-site in case of on-site failure (quarterly)
- Check all server and desktop software and advise on version or latest upgrade (quarterly)

### 5.9.7 Access Control System: RFIQ tracking system

- Bio-metric readers, tags, desktop and software located in key room level 04
- Manufacturer: RFIQ
- Supplier: RFIQ
- Integrator: IDTEK/RFIQ

### 5.9.8 Hardware and Software: Access Control System: RFIQ tracking system

- Inspect and clean bio-metric scanners (annually)
- Check all tags on fire equipment and keys for functionality and damage (annually)
- Check for latest software upgrades and patches (annually)
- Check all tags in key room and on fire equipment for physical damage (annually)
- Database to be backed up and to be stored off-site in case of on-site failure (quarterly)
- Check all server and desktop software and advise on version or latest upgrade (quarterly)

### 5.10 Mass Access Control Systems – Turnstiles

**\*NOTE: Turnstar, Skidata, installer or technician certification to be supplied with the tender document or upon request.\***

**5.10.1 Mass Access Control Turnstiles: Turnstiles**

- All readers, turnstiles, associated technical equipment and software forming part of the mass access control system at the stadium, over ICT network infrastructure
- Manufacturer: Turnstar, Skidata
- Supplier: Turnstar, Skidata
- Integrator: IDTEK/Skidata

**5.10.2 Hardware and Software: Access Control System: Turnstiles**

- Inspect and test the following for all turnstiles (quarterly)
- correct functionality of the reader (quarterly)
- power to the reader, control box and turnstile (quarterly)
- correct functionality of the control box (quarterly)
- Open one ticket-reader and check for corrosion, heat damage, water damage, dust sealing and any other physical signs of degradation (annually)
- Open one turnstile at each of the three entrance staircases and check for corrosion, heat damage, water damage, dust sealing and any other physical signs of degradation (annually)
- Database to be backed up and to be stored off-site in case of on-site failure (quarterly)
- Check all server and desktop software and advise on version or latest upgrade (quarterly)

## (6) CONDITIONS OF TENDER

### 6.1 General

#### 6.1.1 Actions

**6.1.1.1** The DHL Stadium (CTS) 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 be subject to the supply chain management policy of CTS.**

**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 CTS of any other remedies available to it.**

**6.1.1.2** The CTS, 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 CTS shall declare any conflict of interest to CTS at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

#### 6.1.2 Interpretation

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

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

#### 6.1.3 Communication during tender process

Verbal or any other form of communication, from the CTS, 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 CTS, unless communicated by the CTS in writing to suppliers by its Manager: Supply Chain Management or his nominee.

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

**6.1.4.1** The CTS 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 CTS 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) no acceptable tenders are received; or
- (c) there is a material irregularity in the tender process.

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

## 6.1.5 Procurement procedures

### 6.1.5.1 General

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

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

### 6.1.6.1 Disputes, objections, complaints and queries

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

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

### 6.1.6.2 Appeals

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

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

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

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

**The CEO CTS** - C/o the Manager: Supply Chain Management

**Via hand delivery at:** DHL Stadium, Fritz Sonnenberg Road Green Point 8051

**Via post at:** PO Box 298 Cape Town 8000

**Via email at:** scmcts@capetown.gov.za

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

**The CEO CTS** -

**Via hand delivery at:** DHL Stadium, Fritz Sonnenberg Road Green Point 8051

**Via post at:** PO Box 298 Cape Town 8000

**Via email at:** lesley.dereuck@capetown.gov.za

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

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

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

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

## 6.2 Tenderer's obligations

### 6.2.1 Responsiveness Criteria

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

#### 6.2.1.1.1 Submit a tender offer

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

#### 6.2.1.1.2 Compliance with requirements of CTS SCM Policy and procedures adopted by CTS.

Only those tenders that are compliant with the requirements below will be declared responsive:

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

#### 6.2.1.1.3 Minimum score for functionality

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

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

#### Weighting on Functionality:

Evaluation criteria	Weight
Demonstrated experience of the tendering entity with respect to comparable projects;	40
Qualifications and demonstrated experience of the key staff in relation to the scope of work;	30
Proven track-record, reliability and suitability of equipment and support structure;	30
<b>Maximum possible score for Quality (Ms)</b>	<b>100</b>

No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of **60** out of a maximum of **100**.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format on **Schedule 13A, 13B and 13C** to ensure optimal scoring of functionality points for each Evaluation Criteria

Tenders that have achieved the minimum qualifying score for functionality shall be evaluated further in terms of the preference point system prescribed.

### Scoring of Quality:

#### 1. Demonstrated experience of the tendering entity with respect to comparable projects

Number of maintenance contracts that have been successfully managed in terms of scope and magnitude as provided by the tenderer in <b>Schedule 13 A</b>	1 - 2 Contracts ..... 5 points	Maximum of 20 points
	3 - 4 Contracts ..... 10 points	
	5 Contracts or more ..... 20 points	
Number of major events in excess of 40 000 PAX with respect to deployed representation as provided by the tenderer in <b>Schedule 13 A</b>	1 Event ..... 1 point	Maximum of 20 points
	2 - 4 Events .....5 points	
	5 - 9 Events ..... 10 points	
	10 Events or more ..... 20 points	

#### 2. Qualifications and demonstrated experience of the key staff in relation to the scope of Work

Experience of key staff [whether classified as permanent employment or a nominated subcontractor] to be deployed on this contract. The submission of the Curriculum Vitae (CV's) and associated documentation, such as the supporting schedules, is to be of a high quality. This must include evidence of suitable registration, accreditation and competencies to work on the integrated equipment. This proof or evidence must be provided in <b>Schedule 13 B</b>	Curriculum Vitae of Design Engineers: Engineer - Fire Systems.....1 point Engineer - Security Systems.....1 points Engineer – ICT Network / Systems.....2 points	Maximum of 4 points
	Curriculum Vitae of Fire Detection Technicians: 1 - 2 Technicians .....2 point 3 or more Technicians .....4 points	Maximum of 4 points
	Curriculum Vitae of Fire Extinguisher & Hose Reel Technicians / Servicemen: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Automated Sprinkler Systems Technicians / Servicemen: 1 to 2 Technicians ..... 1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Gas Suppression Technicians / Servicemen: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Bosch CCTV Installers / Maintenance Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Schneider ACS Installers / Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points

	Curriculum Vitae of Turnstile (Turnstar) Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Turnstile (Skidata) Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of RFID Tracking System Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Mechanical Roller Door Maintenance Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Automatic Sliding Door Maintenance Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points
	Curriculum Vitae of Automated Access (Centurion motors) Technicians: 1 to 2 Technicians .....1 point 3 or more Technicians .....2 points	Maximum of 2 points

### 3. Proven track-record, reliability and suitability of equipment and support structure

Track record, equipment and support structures with respect to the scope of works as provided by the tenderer attached - as per <b>Schedule 13 C</b> of this tender document.	Track record - overview of accomplishments, exceptional performance & overall experience in the industry [relative to scope & magnitude of this maintenance contract]  1 - 2 Achievements/Testimonials.....2 points 3 - 5 Achievements/Testimonials .....5 points 6 or more Achievements/Testimonials.....10 points	Maximum of 10 points
	Tenderer to propose the organisational structure and composition of their team i.e. the main disciplines involved the key staff member / expert / specialist responsible for each discipline, and the proposed technical and support staff. The roles & responsibilities of each key party should be set out as job descriptions and / or Curriculum Vitae (CV's) and should include, but not limited to, the following as a minimum requirement:  Project / Contracts Manager .....1 point Site Supervisor .....1 point Health & Safety Representative .....1 point  Specialised Services: Fire Systems .....1 point CCTV Specialist.....1 point Skidata Specialist.....1 point BMS Specialist.....1 point Access Specialist.....1 point Roller Door Specialist.....1 point RFID Specialist .....1 point	Maximum of 10 points
	Availability of an electronic incident tracking and monitoring system that indicates logged events or customer calls, turnaround time, status and trends.	Maximum of 10 points

#### 6.2.1.1.5 Local production and content

Not Applicable

#### 6.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

#### **6.2.2 Cost of tendering**

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

#### **6.2.3 Check documents**

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

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

#### **6.2.4 Confidentiality and copyright of documents**

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

#### **6.2.5 Reference documents**

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

#### **6.2.6 Acknowledge and comply with notices**

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

#### **6.2.7 Clarification meeting**

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

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

#### **6.2.8 Seek clarification**

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

#### **6.2.9 Pricing the tender offer**

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

#### **6.2.10 Alterations to documents**

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

### 6.2.11 Alternative tender offers

- 6.2.11.1 No Alternative offers will be considered.

### 6.2.12 Submitting a tender offer

- 6.2.12.1 Submit one tender offer only on the original tender documents as issued by the CTS, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CTS together with all Returnable Schedules duly completed and signed will be declared responsive.
- 6.2.12.2 Return the entire document to the CTS after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 6.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English
- 6.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 6.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CTS's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.
- 6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CTS's address and identification details as stated in the General Tender Information.
- 6.2.12.7 Accept that the CTS shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 6.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CTS, unless stated otherwise in the tender conditions.
- 6.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.
- 6.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the DHL Stadium, Fritz Sonnenber Road, Green Point, Cape Town, 8051, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 6.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

### 6.2.13 Information and data to be completed in all respects

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

**6.2.14 Closing time**

- 6.2.14.1** Ensure that the CTS receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.
- 6.2.14.2** Accept that, if the CTS extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- 6.2.14.3** Accept that, the CTS shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

**6.2.15 Tender offer validity and withdrawal of tenders**

- 6.2.15.1** Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CTS at any time for a period of 120 days after the closing date stated on the front page of the tender document.
- 6.2.15.2** Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CTS at any time after the expiry of the original validity period, unless the CTS is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CTS.
- 6.2.15.3** A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CTS after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:
- a) it shall be liable to the CTS for any additional expense incurred or losses suffered by the CTS in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
  - b) the CTS shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CTS shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

**6.2.17 Provide other material**

- 6.2.17.1** Provide, on request by the CTS, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CTS for the purpose of the evaluation of

the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CTS's request, the CTS may regard the tender offer as non-responsive.

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

**6.2.18 Samples, Inspections, tests and analysis**

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

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

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

**6.2.19 Certificates**

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

**6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CTS Registration Office, Fritz Sonnenberg Road, Green Point, Cape Town, 8051 or included with the tender submission.

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

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

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

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

### 6.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CTS at the Supplier Management Unit located at Fritz Sonneberg Road, Green Point, Cape Town, 8051, or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** page of the tender submission.

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

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

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

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

### 6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CTS to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CTS's Supply Chain Management Policy.

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

## **6.3 The DHL Stadium undertakings**

### **6.3.1 Respond to requests from the tenderer**

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

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

### **6.3.2 Issue Notices**

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

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

### **6.3.3 Opening of tender submissions**

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

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

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

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

**6.3.3.4** Make available the pricing schedules upon written request.

### **6.3.4 Two-envelope system (not applicable)**

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

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

### **6.3.5 Non-disclosure**

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

### **6.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers

and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **6.3.7 Test for responsiveness**

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

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

**6.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CTS 's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CTS 's or the tenderer's risks and responsibilities under the contract

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

### **6.3.8 Arithmetical errors, omissions and discrepancies**

**6.3.8.1** Check the responsive tenders for:

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

**6.3.8.2** The CTS must correct the arithmetical errors in the following manner:

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

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

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

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

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

### 6.3.9 Clarification of a tender offer

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

### 6.3.10 Evaluation of tender offers

#### 6.3.10.1 General

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

**6.3.10.1.2** For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CTS will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

#### 6.3.10.2 Decimal places

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

#### 6.3.10.3 Scoring of tenders (price and preference)

**6.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

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

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

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

**6.3.10.3.4** Applicable formula:

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 80 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}}\right)$$

Where:  $P_s$  is the number of points scored for price;  
 $P_t$  is the price of the tender under consideration;  
 $P_{min}$  is the price of the lowest responsive tender.

Preference points shall be scored as follows:

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

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points ( $N_P$ ) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

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

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

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	12
at least 51% but less than 100%	2	18
100%	1	20

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

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	18
100%	1	20

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

$$N_T = P_s + N_P$$

Where:  $P_s$  is the number of points scored for price;  
 $N_P$  is the number of points scored for preference.

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

**6.3.10.5 Risk Analysis**

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

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

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

**6.3.11 Negotiations with preferred tenderers**

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

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

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

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

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

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

**6.3.12 Acceptance of tender offer**

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

- 6.3.12.1** Accept a tender offer which does not, in the CTS's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.
- 6.3.12.2** Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CTS is not obliged to accept the lowest or any tender.
- 6.3.12.3** Accept the tender offer, only if in the opinion of the CTS, the tenderer:
  - a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
  - b) does not pose any material risk to the CTS,
  - c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

**6.3.13 Prepare contract documents**

- 6.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CTS as

part of the tender documents to take account of:

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

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

**6.3.14 Notice to successful and unsuccessful tenderers**

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

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

**6.3.15 Provide written reasons for actions taken**

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

## (7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract and must be read in conjunction with the National Treasury Conditions of Contract:

### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

1.21 'Purchaser' means the **Cape Town Stadium (RF) SOC Limited (CTS)**. The address of the Purchaser is Fritz Sonnenberg Rd, Green Point, Cape Town, 8051

*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 on demand any penalty for delay due by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **Purchaser** shall:
  - 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the Supplier.
  - 3.6.2 Make payment to the **Supplier** for the goods as set out herein.
  - 3.6.3 Take possession of the goods upon delivery by the Supplier.
  - 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
  - 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the contract documents.
  - 3.6.6 Grant or refuse any extension of time requested by the Supplier to the period stated in clause 10.
  - 3.6.7 Inspect the goods to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
  - 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

*Add the following after clause 5.4:*

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

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

#### 5.6 Publicity and publication

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

#### 5.7 Confidentiality

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

#### 5.8 Intellectual Property

5.8.1 The Seller acknowledges that it shall not acquire any right or interest in or to the Intellectual Property of the Purchaser

5.8.2 The Seller hereby assigns to the Purchaser any Intellectual Property created or developed for or during this Contract, unless agreed otherwise by the Parties in writing.

### 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 R20 million for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier,

comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period

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

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

## 15. Warranty

*Add to Clause 15.2:*

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

## 16. Payment

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

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The Supplier may submit a fully motivated application regarding more frequent payment to the Purchaser for consideration. Requests for more frequent payments will be considered at the sole discretion of the Purchaser 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.

16.3 The first payments in terms of the Right's fee will be made within 90 days from signing the contract with CTS. The preferred rights fee for the remaining year's will be payable upon the anniversary date and are subject to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

16.4 All payments will be made within 30 days from receiving an invoice from the CTS.

16.5 The Purchaser shall be entitled to set-off any amounts due to the Supplier against amounts due to it or held by the Purchaser.

*Add the following after clause 16.4*

16.6 Notwithstanding any amount stated on the order, the Supplier shall only be entitled to payment for goods actually delivered in terms of the Contract 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 CTS is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

## 17. Prices

*Add the following after clause 17.1*

- 17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment as per Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation
- 17.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 17.3 Tenderers are only permitted to offer firm prices as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 17.4 The Purchaser reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
- 17.5 When submitting a claim for contract price adjustment a Supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
- 17.6 The Purchaser reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such auditor's certificates or other documentary proof to the CTS within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Supplier has abandoned its claim.
- 17.7 In the **first year** of the period contract, the Contract Price/s **shall be fixed** and not be subject to any 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 breach or day of the delay until actual delivery or remedy of the performance.

22.2 The penalty for this contract shall be:

22.2.1 Reports: Reports to be submitted within 5 working days as from the last day of the month, or 3 working days after a formal request. The CTS reserves the right to penalize the tenderer R500 penalty per day for the late submission of reports.

22.2.2 Events: The CTS reserves the right to penalize the tenderer with R100 per person for every short staff member as per quotation.

22.2.3 In the case of permanent staff a penalty equal to the tender amount for staff will be charged per day if there is a short fall of staff/supervisors/contract managers.

22.2.4 Quotations: Tenderer to submit quotations within 48 hours of request. The CTS reserves the right to penalize the Tenderer with R150 per day for every 24 hours of late submission.

22.2.5 Invoices: Invoices to be submitted within 48 hours of works completed. The CTS reserves the right to penalise the Tenderer with R150 per day for every 24 hours of late submission

22.2.6 In the event that machinery and/or tools/equipment is faulty and it is not repaired within 24h a penalty of R500-00/day will be charged per faulty machine

22.2.7 Penalty of R100-00 per employee will be issued if contractor do not wear the company dress code and PPE .

22.2.8 A penalty of R150-00 for each and every incorrect quote or invoice submitted.

Please Note: Where applicable, a combination of several penalties may be applied. A penalty "Occasion" can occur more than once within the same shift.

The Supplier will be advised in writing of all non-performances and deviations, and the penalties applicable will generally be deducted from monthly accounts payable.

## 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 Corporate entity, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement may 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 in terms of the Contract.

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(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 Resolution of Disputes, Objections, Complaints and Queries

The Chief Executive Officer must appoint an independent and impartial person, not directly involved in the supply chain management process –

27.2.1. To assist in the resolution of disputes between the Cape Town Stadium and other persons regarding:

27.2.1.1 Any decisions or actions taken in the implementation of the supply chain management system; or

27.2.1.2 Any matter arising from a contract awarded in the course of the supply chain management system; or

27.2.2 To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such a contract.

27.3 The Chief Executive Officer, or another official designated by the Chief Executive Officer is responsible for assisting the appointed person to perform his or her functions effectively.

27.4 The person appointed must –

27.4.1 Strive to resolve promptly all disputes, objections, complaints or queries received; and

27.4.2 Submit monthly reports to the Chief Executive Officer on all disputes, objections, complaints or queries received, attended to or resolved.

27.5 A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –

27.5.1 The dispute, objection, complaint or query is not resolved within 60 days; or

27.5.2 No response is forthcoming within 60 days.

27.6 If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

27.7 This paragraph must not be read as affecting a person's right to approach a court at any time.

## 28. Limitation of Liability

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

- (b) other than liability in clause 28.2, 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 expenses 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
  - d) sent by email – on the first working day after delivery.

### 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 Purchaser at its address.

*Add the following after clause 32.3:*

- 32.4 The **VAT registration** number of the DHL Stadium is **4500193497**.

### ADDITIONAL CONDITIONS OF CONTRACT

*Add the following Clause after Clause 34:*

### 35. Reporting Obligations.

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

**(9) SUPPORTING SCHEDULES****Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms \_\_\_\_\_, of the authorised entity \_\_\_\_\_, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
  - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
  - 2.2 agree that the CTS shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 

Account Holder: \_\_\_\_\_

Financial Institution: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account No.: \_\_\_\_\_
  - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CTS shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CTS is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CTS of the details of the new bank account into which it is required to make payment.
  - 2.4 agree that they shall be jointly and severally liable to the CTS for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CTS as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of exclusion and division.

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

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

## Schedule 2: Declaration for Procurement above R10 million

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

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

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

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

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

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

YES		NO	
-----	--	----	--

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

2.2 If YES, provide particulars:

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

YES		NO	
-----	--	----	--

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

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

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

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below


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

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

\_\_\_\_\_  
 Date

## Schedule 3: Preference Schedule

### 1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Person:** Includes a juristic person.

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

**Price:** Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the Supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the Supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to CTS at the Supplier Management Unit located within the Tender Distribution Office, Fritz Sonneberg Road, Green Point, Cape Town, 8051.
  - 1) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
  - 2) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the

Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CTS may have) in accordance with Section 3 below;

- 3) The CTS will verify the B-BBEE level of contributor of the Supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the Supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the Supplier;
- 4) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the Supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 5) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the DHL Stadium; and
- 6) immediately inform the DHL Stadium of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

### 3 Sanctions relating to breaches of preference conditions

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

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

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

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

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

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

P\* = Value of the contract

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

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

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

where:

B-BBEE<sup>a</sup> = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE<sup>t</sup> = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P\* = Value of the contract

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

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

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

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

**Table 1: Level of Contribution**

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor <input type="checkbox"/> B-BBEE Status Level of Contributor <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

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

**5 Declarations**

1) With reference to Condition 8 in Section 2 above, the Supplier declares that:

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

**Note:**

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

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

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the Supplier may be required to furnish documentary proof to the satisfaction of CTS that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the Supplier will satisfy the conditions pertaining to the granting of preferences.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Name (PRINT)**  
(For and on behalf of the Supplier (duly authorised))

<b>For official use.</b>		
<b>SIGNATURE OF CTS OFFICIALS AT TENDER OPENING</b>		
1.	2.	3.

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

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative:.....
  - 3.2 Identity Number:.....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>).....
  - 3.4 Company or Close Corporation Registration Number:.....
  - 3.5 Tax Reference Number.....
  - 3.6 VAT Registration Number:.....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars .....
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars.....
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.12.1 If yes, furnish particulars .....
  - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.13.1 If yes, furnish particulars .....

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

3.14.1 If yes, furnish particulars .....

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

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

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

\_\_\_\_\_  
 Date

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

**Schedule 5: Conflict of Interest Declaration**

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

YES		NO	
-----	--	----	--

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


2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CTS for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

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


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

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

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

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

\_\_\_\_\_  
 Date

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

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

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

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

\_\_\_\_\_  
Date

## Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

### Instructions:

- 8.1 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 All Requests for price variations must be submitted in writing to:
- DHL Stadium (RF) SOC Limited  
Fritz Sonnenberg Rd,  
Green Point,  
Cape Town,  
8051
- Or via email to: [scmcts@capetown.gov.za](mailto:scmcts@capetown.gov.za)
- 8.5.1 When submitting a claim for contract price adjustment a supplier shall indicate, the actual amount claimed for each item. A mere notification of any price variation will not be considered under any circumstances as valid and no relevance will attached to such a claim.
- 8.5.2 All requests for price variations must be submitted in writing prior to the month upon which the price adjustment would become effective.
- 8.5.3 The CTS reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revise figures are issued by the relevant Authority.
- 8.5.4 The CTS reserves the right to request the Supplier to submit Audit's Certificate or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the Supplier fail to submit such Audit's Certificate or other documentary proof to the CTS within a period of 30 (thirty days from the date of the request, it shall be presumed that the Supplier has abandoned his claim and no further communication shall be considered.
- 8.6 In the **first year** of the contract period, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.
- 8.7 The **second year** of the contract period shall be the 12 month period following the first year.
- 8.8 The tendered price will be subject to adjustment **annually** based on the average consumer Price Index (CPI) (P0141–Table B – CPI headline year-on-year rates) as follows:
- 8.8.1 **Second year:**  
Average CPI will be calculated from implementation of contract for 12 months (first 12 months of the contract), by adding the percentage CPI for the 12 months and dividing by 12 months.
- 8.8.2 **Third year**  
Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

**Schedule 9: Occupational Health and Safety Agreement**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE DHL STADIUM (HEREINAFTER CALLED THE "CTS") 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.....20....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
DHL Stadium

## Schedule 10: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **TENDER NO.239S/2022/23:The Provision of Fire and Access Control System Maintenance and Event Support Services for the Cape Town Stadium (CTS)** in response to the tender invitation made by THE DHL STADIUM, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : \_\_\_\_\_ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (PRINT)

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

**(<sup>1</sup> Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)**

### Schedule 11: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

**Schedule 12: Record of Addenda to Tender Documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 13: Information to be provided with the tender**

- The following information shall be provided by the Tenderer with the Tender submission.
- All submissions are to be of high quality.
- The various details/information required in Returnable Schedules **13 A, 13 B, and 13 C** are attached:

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 13 A: Functionality Schedules

### Demonstrated experience of the tendering entity with respect to comparable projects;

- Number of maintenance contracts that have been successfully managed in terms of scope and magnitude.

<b>1</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: <hr/> R _____	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>2</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: <hr/> R _____	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>3</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: <hr/> R _____	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>4</b>	<b>Brief Description of Contract:</b> <hr/> <hr/> <b>Contract Period:</b> <hr/> Total <b>Value</b> of Contract awarded to you: <hr/> R _____	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>

5	<p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p><b>Contract Period:</b></p> <p>_____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
6	<p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p><b>Contract Period:</b></p> <p>_____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
7	<p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p><b>Contract Period:</b></p> <p>_____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
8	<p><b>Brief Description of Contract:</b></p> <p>_____</p> <p>_____</p> <p><b>Contract Period:</b></p> <p>_____</p> <p>Total <b>Value</b> of Contract awarded to you:</p> <p>R _____</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule 13 A: Functionality Schedules (Conti.)

### Demonstrated experience of the tendering entity with respect to comparable projects;

- Number of major events in excess of 40 000 PAX with respect to deployed representation

<b>1</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____ Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>2</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____ Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>3</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____ Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>
<b>4</b>	<b>Brief Description of Event:</b> <hr/> <hr/> <b>Event Date:</b> _____ Hosting .....PAX	Principal (Employer / Awarder of Contract): <hr/> (Company / Institution) Contact Person at Principal: <hr/> (First name or Initials, plus Surname) Telephone Number: <hr/>

5	<p><b>Brief Description of Event:</b></p> <p>_____</p> <p>_____</p> <p><b>Event Date:</b> _____</p> <p>Hosting .....PAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
6	<p><b>Brief Description of Event:</b></p> <p>_____</p> <p>_____</p> <p><b>Event Date:</b> _____</p> <p>Hosting .....PAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
7	<p><b>Brief Description of Event:</b></p> <p>_____</p> <p>_____</p> <p><b>Event Date:</b> _____</p> <p>Hosting .....PAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>
8	<p><b>Brief Description of Event:</b></p> <p>_____</p> <p>_____</p> <p><b>Event Date:</b> _____</p> <p>Hosting .....PAX</p>	<p>Principal (Employer / Awarder of Contract):</p> <p>_____</p> <p style="text-align: center;">(Company / Institution)</p> <p>Contact Person at Principal:</p> <p>_____</p> <p style="text-align: center;">(First name or Initials, plus Surname)</p> <p>Telephone Number:</p> <p>_____</p>

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

**SIGNED ON BEHALF OF TENDERER:** .....

## 13 B: Functionality Schedules

### Qualifications and demonstrated experience of the key staff in relation to the scope of Work .

- Experience of key staff [whether classified as permanent employment or a nominated subcontractor] to be deployed on this contract. The submission of the Curriculum Vitae (CV's) and associated documentation, such as the supporting schedules, is to be of a high quality. This must include evidence of suitable registration, accreditation and competencies to work on the integrated equipment.

#	Name	Designation and/or Company	Experience (in years)	CV Attached (Yes / No)
<b>Engineer - Fire Systems</b>				
1.				
<b>Engineer - Security Systems</b>				
2.				
<b>Engineer - ICT Network / Systems</b>				
3.				
<b>Fire Detection Technicians</b>				
4.				
5.				
6.				
7.				
<b>Fire Extinguisher &amp; Hose Reel Technicians / Servicemen</b>				
8.				
9.				
10.				
11.				
<b>Automated Sprinkler Systems Technicians / Servicemen</b>				
12.				

#	Name	Designation and/or Company	Experience (in years)	CV Attached (Yes / No)
13.				
14.				
15.				
<b>Bosch CCTV Installers / Maintenance Technicians</b>				
16.				
17.				
18.				
19.				
<b>Gas Suppression Technicians / Servicemen</b>				
20.				
21.				
22.				
23.				
<b>Schneider ACS Installers / Technicians</b>				
24.				
25.				
26.				
27.				
<b>Turnstile (Turnstar) Technicians</b>				
28.				
29.				
30.				
31.				

#	Name	Designation and/or Company	Experience (in years)	CV Attached (Yes / No)
<b>Turnstile (Skidata) Technicians</b>				
32.				
33.				
34.				
35.				
<b>RFID Tracking System Technicians</b>				
36.				
37.				
38.				
39.				
<b>Mechanical Roller Door Maintenance Technicians</b>				
40.				
41.				
42.				
43.				
<b>Automatic Sliding Door Maintenance Technicians</b>				
44.				
45.				
46.				
47.				

ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 13 C: Functionality Schedule**

**Track record, equipment and support structures with respect to the scope of works as provided by the tenderer**

- Track record - overview of accomplishments, exceptional performance & overall experience in the industry [relative to scope & magnitude of this maintenance contract]

	Name of Client	Description of Contract	Contract Value in Rands	Testimonial / Award / Letter of Recommendation / Achievement, etc. Attached (Yes / No)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

**ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.**

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule 13 C: Functionality Schedule (Conti.)**

- Availability of an electronic incident or project tracking and monitoring system that indicates logged events or customer calls, turnaround time, status and trends, etc.

<b>Example / Representation of the proposed electronic tracking &amp; monitoring system attached:</b>	<b>(Yes / No)</b>
INSERT HERE OR ATTACH AN ADDITIONAL SHEET	

- Tenderer to propose the organisational structure and composition of their team i.e. the main disciplines involved the key staff member / expert / specialist responsible for each discipline, and the proposed technical and support staff. The roles & responsibilities of each key party should be set out as job descriptions and / or Curriculum Vitae (CV's) and should include, but not limited to, the following as a minimum requirement:

- a. Project / Contracts Manager
- b. Site Supervisor
- c. Health & Safety Representative
- d. Specialised Services:
  - i. Fire Systems
  - ii. CCTV Specialist
  - iii. Skidata Specialist
  - iv. BMS Specialist
  - v. Access Specialist
  - vi. Roller Door Specialist
  - vii. RFID Specialist

**NB: Bidders to attach a detailed organogram clearly highlighting the proposed organisational structure.**

**ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.**

**SIGNED ON BEHALF OF TENDERER:** .....

**(10) CONTRACT DOCUMENTS****ANNEXURE 1: Form of Guarantee / Performance Security****NOT APPLICABLE****FORM OF GUARANTEE / PERFORMANCE SECURITY**

## GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum amount of R .....

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no \_\_\_\_\_: \_\_\_\_\_ and such amendments or additions to the contract as may be agreed in writing between the parties.

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CTS the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
  - 4.1 A copy of a first written demand issued by CTS to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, CTS intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by CTS to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to CTS the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from CTS to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
  - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance

Security is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Where the Guarantor has made payment in terms of 5, CTS shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of CTS's bank compounded monthly and calculated from the date payment was made by the Guarantor to CTS until the date of refund.
- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. CTS shall have the absolute right to arrange its affairs with the Supplier in any manner which CTS may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
- 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
- 12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**ANNEXURE**

**LIST OF APPROVED FINANCIAL INSTITUTIONS**

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

**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  
Zurich Insurance Co

**ANNEXURE 2: Form of Advance Payment Guarantee**

**NOT APPLICABLE**

**ADVANCE PAYMENT GUARANTEE**

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT ) of R .....

Amount in words: .....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R .....

Amount in words: .....

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
  - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up

in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



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 4: BBEE Sub-Contract Expenditure Report (Pro Forma)**

**TENDER NO. AND DESCRIPTION:** TENDER NO.239S/2022/23:The Provision of Fire and Access Control System Maintenance and Event Support Services for the Cape Town Stadium (CTS).

**SUPPLIER:** \_\_\_\_\_

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (**P\***) R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier <sup>1</sup>	Total value of Sub-contract (excl. VAT) <sup>1</sup>	Value of Sub-contract work to date (excl. VAT) <sup>1</sup>	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

<sup>1</sup>Documentary evidence to be provided

Total: R  
Expressed as a percentage of **P\*** %

**Signatures**

Declared by supplier to be true and correct: \_\_\_\_\_

Date: \_\_\_\_\_

Verified by CTS Project Manager: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: TENDER NO.239S/2022/23:The Provision of Fire and Access Control System Maintenance and Event Support Services for the Cape Town Stadium (CTS).

SUPPLIER: .....

### PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
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Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement <sup>1</sup>  A	Total value of partner's contribution (excl. VAT) <sup>1</sup>  B = A% x P*	Value of partner's contribution to date (excl. VAT) <sup>1</sup>  C	Value of partner's contribution as a percentage of the work executed to date  D = C/P*x100
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

<sup>1</sup>Documentary evidence to be provided

#### Signatures

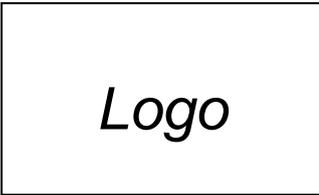
Declared by supplier to be true and correct: .....

Date: .....

Verified by CTS Project Manager: .....

Date: .....

**ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)**



*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

DHL Stadium (RF) SOC Limited  
Fritz Sonnenberg Rd,  
Green Point,  
Cape Town,  
8051  
Dear Sir

**TENDER NO:239S/2022/23**

**The Provision of Fire and Access Control System Maintenance and Event Support Services for the Cape Town Stadium (CTS).**

NAME OF SUPPLIER: \_\_\_\_\_

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

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

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_ (Supplier's Insurance Broker)

