


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 80

**TENDER NO: 339S/2022/23**

**TENDER DESCRIPTION: SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA**

**CONTRACT PERIOD: 60 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

## VOLUME 1: TENDERING PROCEDURES

**CLOSING DATE:** 29 MAY 2023

**CLOSING TIME:** 10:00 a.m.

**TENDER BOX  
NUMBER:** 166

**TENDER FEE:** R200.00

Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

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

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## VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	<b>14 April 2023</b>
<b>SITE VISIT/CLARIFICATION MEETING</b>	:	10h00-11:00am on 12 May 2023 (Not compulsory, but strongly recommended)
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	The clarification meeting will be hosted via the Skype for Business platform. Conference ID: 518616 Link: <a href="https://meet.capetown.gov.za/charl.geyser/s0sh8qcs">https://meet.capetown.gov.za/charl.geyser/s0sh8qcs</a>
<b>TENDER BOX &amp; ADDRESS</b>	:	<b>Tender Box as per front cover</b> at the <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>"TENDER NO. 339S/2022/23: SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA"</b> , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.  If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
<b>CCT TENDER REPRESENTATIVE</b>		Name: Senior Superintendent Chris Moller Tel. No.: (021) 812-4554 Email: <a href="mailto:Christopher.Moller@capetown.gov.za">Christopher.Moller@capetown.gov.za</a>  Name : Andiswa Ziliso Tel.No : 021 400 2288 Email : <a href="mailto:Andiswa.Ziliso@capetown.gov.za">Andiswa.Ziliso@capetown.gov.za</a>

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

## (2) CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

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

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

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

**2.1.1.2** The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

#### 2.1.2 Interpretation

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

**2.1.2.2** 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.

#### 2.1.3 Communication during tender process

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

#### 2.1.4 The CCT's right to accept or reject any tender offer

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

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

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give

written reasons for such action upon receiving a written request to do so.

## **2.1.5 Procurement procedures**

### **2.1.5.1 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.

The CCT intends to appoint up to five tenderers for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

The following criteria will be used, on a rotational basis, to allocate projects approved, per financial year (01 July to 30 June):

- a) The highest ranking tenderer in terms of price and preference will be awarded the project with the highest value in a financial year.
- b) The second highest ranking tenderer in terms of price and preference will be awarded the project with the second highest value in a financial year.
- c) The third highest ranking tenderer in terms of price and preference will be awarded the project with the third highest value in a financial year.
- d) The fourth highest ranking tenderer in terms of price and preference will be awarded the project with the fourth highest value in a financial year.
- e) The fifth highest ranking tenderer in terms of price and preference will be awarded the project with the fifth highest value in a financial year.
- f) The allocation sequence explained in the item's a) to e) above will thereafter be applied to any further projects which becomes ready for implementation during each financial year for the duration of the contract.
- g) Should any tenderer not accept a project offered to them, it will then be offered to the next highest ranked tenderer.

The contract period shall be for a period of **five years** from the commencement date of the contract.

### **2.1.5.2 Proposal procedure using the two stage-system**

A two-stage system will not be followed.

**2.1.5.2.1** Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**2.1.5.2.2** The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

### **2.1.5.3 Nomination of Standby Supplier**

Standby Supplier means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included in its SCM Policy.

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

### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

#### 2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
- i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

#### 2.1.6.3 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).

- 2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

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

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 021 400 5963 or 021 400 5830

**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

- 2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

**The City Manager** - C/o the Manager: Access to Information Unit, Corporate Services Directorate

**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

**Via fax at:** 086 202 9982

**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

#### 2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

**2.1.7 City of Cape Town Supplier Database Registration**

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website [www.capetown.gov.za](http://www.capetown.gov.za) (follow the Supply Chain Management link to Supplier registration).

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

**2.1.8 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.

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.**

#### 2.2.1.1.1 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 CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) 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);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) 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);
- e) 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 based on the conditions contained thereon (applicable schedules to be completed);
- f) 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);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

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#### 2.2.1.1.3 Non-Compulsory clarification meeting

Details of the meeting(s) are stated in the General Tender Information.

#### 2.2.1.1.4 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.



Evaluation Criteria	Applicable values/points	Weight	Total
<b>Track record and Experience</b>  Years' experience as prime contractor to successfully manage and complete Urban (external) type CCTV installations.  (The evidence must be in the form of reference letters from Clients, on the referee's letterhead, specifying the details and scope of the CCTV Camera Systems, clearly specifying the number of cameras, as well as the duration dates and the relationship with the Tenderer.)  ( Schedule 13A to be completed)	More than 4 years' Years' cumulative experience and at least 50 connected CCTV Cameras.  More than 3 years' and up to 4 Years' cumulative experience and at least 40 connected CCTV Cameras.  More than 2 years' and up to 3 Years' cumulative experience and at least 30 connected CCTV Cameras.  More than 1 year and up to 2 Years' cumulative experience and at least 20 connected CCTV Cameras.  Up to 1 Years' experience with at least 10 connected CCTV Cameras.  No-Experience	50  40  30  20  10  0	<b>50</b>
<b>Human Resources</b>  The bidder must indicate its human workforce, with the necessary experience and expertise to successfully comply with the requirements of the contract.  Number of <b>Senior Technicians</b> with NQF level 6 or higher, each with 3 or more years' relevant experience and certificates in CCTV Camera System installations. (Refer to clause 13.1.13.1 in specification section)	<b>Senior Technicians</b>  More than 1 senior technician  1 senior technician  No senior technicians	20  10  0	<b>20</b>
<b>Junior Technicians</b> NQF level 4, each with 1 or more years, of relevant experience and certificates in CCTV Camera Systems installations. (Refer to clause 13.1.13.2 in specification section)  The evidence must take the form of an organogram, with detailed supporting documentation. (Refer to clause 13.1.13 in specification section)	<b>Junior Technicians</b>  3 or more junior technicians  2 junior technicians  1 junior technician  No junior technicians	30  20  10  0	<b>30</b>
<b>Total</b>		<b>100</b>	

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

**A more detailed explanation of the functionality criteria is given below:**

The points will be scored according to the information supplied by the tenderer in Schedule 13A as well as the reference letters from their clients. Tenderers shall ensure that all relevant information has been submitted

with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each evaluation criteria. Track record and Experience will be based on installations which has been completed prior to date of tender closing and not older than six years.

Years' experienced in respect of Track record and Experience will be calculated based on the commencement and completion dates of contracts as recorded in Schedule 13 A.

Urban (external) type CCTV installations refers to CCTV installation providing monitoring of public areas for parastatal entities.

#### **2.2.1.1.5 PSIRA registration**

Tenderers shall be registered and in good standing with the Private Security Industry Regulatory Authority [PSIRA]. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a current valid certificate of registration with the PSIRA together with a letter of good Standing from PSIRA as proof that the prime contractor is legally registered with the Authority. The certificate must be valid at date of tender closing.

#### **2.2.1.1.6 Provision of samples**

**Not applicable.**

#### **2.2.2 Cost of tendering**

The CCT 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.

#### **2.2.3 Check documents**

The documents issued by the CCT 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 CCT at once to have the same rectified.

#### **2.2.4 Confidentiality and copyright of documents**

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

#### **2.2.5 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.

#### **2.2.6 Acknowledge and comply with notices**

Acknowledge receipt of notices to the tender documents, which the CCT 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 CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

#### **2.2.7 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.

#### **2.2.8 Seek clarification**

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

## **2.2.9 Pricing the tender offer**

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

## **2.2.10 Alterations to documents**

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

## **2.2.11 Alternative tender offers**

**2.2.11.1** Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

**2.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

## **2.2.12 Submitting a tender offer**

**2.2.12.1** Submit one tender offer only on the original tender documents as issued by the CCT, 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 CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

**2.2.12.2** Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**2.2.12.3** 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.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

<b>Part</b>	<b>Heading</b>
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

**2.2.12.4** 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.

**2.2.12.5** 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 CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

**2.2.12.6** Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

**2.2.12.7** Accept that the CCT 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.

**2.2.12.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

**2.2.12.9** 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.

**2.2.12.10** 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 Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

**2.2.12.12** 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**.

## **2.2.13 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 CCT as non-responsive.

## **2.2.14 Closing time**

**2.2.14.1** Ensure that the CCT 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.

**2.2.14.2** Accept that, if the CCT 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.

**2.2.14.3** Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

## **2.2.15 Tender offer validity and withdrawal of tenders**

**2.2.15.1** Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

**2.2.15.2** Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

**2.2.15.3** 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 CCT 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 CCT for any additional expense incurred or losses suffered by the CCT 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 CCT 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 CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

#### **2.2.16 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 CCT 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 CCT elect to do so.

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

#### **2.2.17 Provide other material**

**2.2.17.1** Provide, on request by the CCT, 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 CCT 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 CCT's request, the CCT may regard the tender offer as non-responsive.

**2.2.17.2** Provide, on written request by the CCT, 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.

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

#### **2.2.18 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 CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

## **2.2.19 Certificates**

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

### **2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation**

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

### **2.2.19.2 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 subject to the requirements of clause 2.2.1.1.2.h. 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 CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

### **2.2.20 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 CCT**, 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.

### **2.2.21 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 CCT 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 CCT's Supply Chain Management Policy.

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

### **2.3 The CCT's undertakings**

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

**2.3.1.1** 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.

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

#### **2.3.2 Issue Notices**

If necessary, issue addenda in writing 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 before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT 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 CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

#### **2.3.3 Opening of tender submissions**

**2.3.3.1** 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.

**2.3.3.2** 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 indicated.

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

#### **2.3.4 Two-envelope system**

**2.3.4.1** 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.

**2.3.4.2** 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.

#### **2.3.5 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.

### **2.3.6 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.

### **2.3.7 Test for responsiveness**

**2.3.7.1** Appoint a Bid Evaluation Committee and determine after opening 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.

**2.3.7.2** 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 CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

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

**2.3.8.1** 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
- c) 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.

**2.3.8.2** The CCT 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.

**2.3.8.3** In the event of tendered rates or lump sums being declared by the CCT 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



CCT 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 CCT, 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 CCT, the CCT may declare the tender as non-responsive.

### **2.3.9 Clarification of a tender offer**

The CCT 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, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

**2.3.10.1.1** 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.

**2.3.10.1.2** 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 CCT 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).

**2.3.10.1.3** Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

#### **2.3.10.2 Decimal places**

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

#### **2.3.10.3 Scoring of tenders (price and preference)**

**2.3.10.3.1** 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 5)** based on the sum of the prices/rates in relation to a typical project/job.

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

**2.3.10.3.3** 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.

**2.3.10.3.4** Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over 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:

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;  
Pt is the price of the tender under consideration;  
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

**Table B2: Awards ABOVE R100 mil (VAT Inclusive)**

#	Specific goals allocated points	Preference Points (90/10) Above R50 mil	Evidence Required
	<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>		
1	<b>Gender are women (ownership)*</b> <i>More than 50% women ownership = 2 points Less than 50% women ownership = 1 points 0% women ownership = 0 points</i>	2	<ul style="list-style-type: none"> <li>• Company Registration Certification</li> <li>• Identification Documentation</li> <li>• CSD report</li> </ul>
2	<b>Gender are women (ownership)*</b> <i>More than 50% black ownership = 2 points Less than 50% black ownership = 1 points 0% black ownership = 0 points</i>	2	<ul style="list-style-type: none"> <li>• Proof of B-BBEE certificate;</li> <li>• Company Registration Certification</li> <li>• Identification Documentation.</li> <li>• CSD report</li> </ul>
3	<b>Disability are disabled persons (ownership)*</b> <i>WHO disability guideline Yes = 2 points No = 0 points</i>	2	<ul style="list-style-type: none"> <li>• Proof of disability</li> <li>• Company Registration Certification</li> <li>• Identification Documentation</li> </ul>
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>		
4	<b>Promotion of Micro and Small Enterprises</b> <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	4	<ul style="list-style-type: none"> <li>• Proof of B-BBEE status level of contributor;</li> <li>• South African owned enterprises;</li> <li>• Financial Statement to determine annual turnover</li> </ul>
	<b>Total points</b>	<b>10</b>	

\*Ownership: main tendering entity

**2.3.10.5 Risk Analysis**

Notwithstanding compliance with regard to any requirements of the tender, the CCT 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 CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

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

### **2.3.11 Negotiations with preferred tenderers**

The CCT 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 City Manager (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 CCT.

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.

### **2.3.12 Acceptance of tender offer**

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

**2.3.12.1** Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

**2.3.12.2** 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 CCT is not obliged to accept the lowest or any tender.

**2.3.12.3** Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has

suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, complies with the legal requirements, if any, stated in the tender data, and

- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

**2.3.12.4** Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

**2.3.12.5** The CCT reserves the right to nominate an standby supplier at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included its SCM Policy.

### **2.3.13 Prepare contract documents**

**2.3.13.1** If necessary, revise documents that shall form part of the contract and that were issued by the CCT 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 CCT and the successful tenderer.

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


### **2.3.14 Notice to successful and unsuccessful tenderers**

**2.3.14.1** Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT'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

**2.3.14.2** The CCT 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.

### **2.3.15 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.

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
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**TENDER NO: 339S/2022/23**

**TENDER DESCRIPTION: SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA**

**CONTRACT PERIOD: 60 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

## VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
<b>NAME</b> of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 2: RETURNABLE DOCUMENTS

### (3) DETAILS OF TENDERER

**1.1 Type of Entity** (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other: .....

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

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen domicilium citandi et executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ (Name & Surname)  Telephone: ( ____ ) _____ Fax: ( ____ ) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	
<b>City of Cape Town Supplier Database Registration Number</b> (See Conditions of Tender)	
<b>National Treasury Central Supplier Database registration number</b> (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
<b>Questionnaire to Bidding Foreign Suppliers</b>	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Other Required registration numbers</b>	a) Certificate of registration with the PSIRA b) Letter of good Standing from PSIRA

## (4) FORM OF OFFER AND ACCEPTANCE

### TENDER NO: 339S/2022/23 – SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA

#### OFFER: (TO BE FILLED IN BY TENDERER):

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

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

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

\_\_\_\_\_  
Date

INITIALS OF CITY OFFICIALS		
1	2	3



## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER NO: 339S/2022/23 – SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA

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

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

The terms of the contract are contained in:

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

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

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

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

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

The Parties	Employer	Supplier
Business Name	City of Cape Town	
Business Registration		
Tax number (VAT)	4500193497	
Physical Address	Cape Town Civic Centre, 12 Hertzog Boulevard Cape Town 8001	
Accepted contract sum including tax	Rates based as per price schedule	Rates based as per price schedule
Accepted contract duration	From Date of Commencement until 30 June 2029	From Date of Commencement until 30 June 2029
Signed – who by signature hereto warrants authority		
Name of signatory	V.J. Botto	
Signed: Date		
Signed: Location	Cape Town	
Signed: Witness		
Name of Witness		

**FORM OF OFFER AND ACCEPTANCE (continued)**  
**(TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

## Schedule of Deviations

**Notes:**

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

1 Subject .....

Details .....

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 .....

2 Subject .....

Details .....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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

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

## (5) PRICE SCHEDULE

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

### 5. Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 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.
- 5.3 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.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 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.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 A rate or percentage shall be given for each item in the Price Schedules in the relevant sections irrespective whether a quantity has been measured for tender purposes or not. Such rates and percentages may be used for variations.
- 5.9 The unit rates entered in the Price Schedule shall include the cost of all smaller items necessary for complete installation according to the Specification.
- 5.10 The rates submitted shall cover the cost of associated items not specifically listed, but which are required for a complete installation in terms of the specification such as installation consumables, e.g. cable ties, drill bits, insulation tape etc
- 5.11 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.12.1 **SCHEDULE A1: SUPPLY OF CCTV Camera and related equipment, SCHEDULE A2: SUPPLY OF NETWORKING and related equipment and SCHEDULE A3: SUPPLY OF CCTV MONITORING and related equipment** These schedules make provision for a mark-up percentage on OEM equipment. These percentages will be used in conjunction with relevant supplier price lists to determine the individual unit rates applicable for each project. Supplier price lists may be variable on a project to project basis.

The mark-up percentages that are tendered for in these schedules, shall remain fixed and firm for the duration of the contract.

The maximum percentage (%) mark-up, which can be tendered in these schedules of the Price Schedule, will be 10%.

5.12.2 **SCHEDULE B1: Material supply and installation rates including civil works.** The rates awarded in this section will be for the “supply only” of items and material to complete installations.

5.12.3 **SCHEDULE C1: Equipment and material installation rates including civil works.** The rates awarded in this section will be for the installation of equipment (**including civil works**) to complete the CCTV installations.

5.12.4 **SCHEDULE D: Hourly labour rates.** The award for this section will be for services required by the City to install, support or maintain the CCTV installations including training and civil works.

These items shall only be used at specific request of the Client or Engineer on an ad-hoc basis, should there not be sufficient allowance elsewhere in the project schedules. No overtime or standby rates will be paid by the City.

5.12.5 **SCHEDULE E: General items.** The rates awarded in this section allows for general items.

5.12.6 **SCHEDULE F: Site security.** This section allows for a % Mark-Up on supplier quotation Maximum 10%.

5.12.7 **SCHEDULE G: Fees.** This section allows for fees payable.

5.12.8 **SCHEDULE H: Contract Management Items.** This section allows for Miscellaneous Contract Management Items.

5.13 In the event that the tenderer is delayed either by the Employer or the Employer's agents or circumstance **out of his control** and wishes to claim for extension of time, he needs to indicate the general daily rate in Section E Time Related General Items.

5.14 In case of a delay, the tenderer shall submit a claim for extension of time to the Employer based on the delay notices issued in terms of Clause 21 of the Conditions of Contract.

5.15 The Employer shall evaluate the claim and issue a determination. The tenderer may only claim for delays in excess of 24 hours on a daily basis.

5.16 The tenderer shall be available on a notice period of minimum 3 days to commence work after the delay is finished. Prices shall be excluding VAT. Price increases shall be linked to annual CPI increases.

INITIALS OF CITY OFFICIALS		
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<b>SCHEDULE A1: SUPPLY OF CCTV Camera and related equipment</b>				
The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier pricelists to be supplied by the Tenderer for the pricing scenarios during evaluation, and also after award to calculate the relevant project pricing on a per project basis.				
Item	Specification reference	Description	OEM	Mark-Up on supplier pricelist Maximum 10%
A1.1		CCTV Camera Systems including 3rd party streaming licences, related equipment and ancillaries.	Axis, Pelco, Bosch, Hikvision, Huawei, Teleste or similar	%
A1.2	13.2.1.4	CCTV Server, Analytics server, Network Video Gateway Server, Network Video Recorder, storage device/s and workstation client including related software	Teleste, Huawei, Hikvision or similar	%
A1.3		LPR Servers, workstation client including related device software, components and ancillaries	Dell, iTrack, Navic, Platform 1 or similar	%
A1.4		LPR Software and Licenses	Visec, iTrack, Navic, Platform 1 or similar	%
A1.5		Integrated VMS and recording server	Teleste, Huawei, Axis or similar	%
A1.6		Facial recognition system hardware and software	NEC, Herta or similar	%

<b>SCHEDULE A2: SUPPLY OF NETWORKING and related equipment</b>				
The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier pricelists to be supplied by the Tenderer for the pricing scenarios during evaluation, and also after award to calculate the relevant project pricing on a per project basis.				
Item	Specification reference	Description	OEM	Mark-Up on supplier pricelist Maximum 10%
A2.1		Networking Equipment (routers, switches, interfaces, GBICs) and Ancillaries	Cisco, Prolabs, Ubiquiti, Axis, Huawei or similar	%
A2.2	13.2.1.6; 13.2.8	Wireless networking equipment and ancillaries	Proxim, Ubiquiti, Cambium, Huawei or similar	%
A2.3	13.2.6.4	Fibre optic cabling – Duct fibre (supply)		%
A2.4	13.2.6.4	Fibre optic cabling – Blown fibre (supply)		%
A2.5	13.2.6.10	Fibre optic patchleads (supply)		%
A2.6	13.2.6.3	Fibre optic dome joint (supply)		%

<b>SCHEDULE A3: SUPPLY OF CCTV MONITORING and related equipment</b>				
The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier pricelists to be supplied by the Tenderer for the pricing scenarios during evaluation, and also after award to calculate the relevant project pricing on a per project basis.				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>OEM</b>	<b>Mark-Up on supplier pricelist Maximum 10%</b>
A3.1		Monitors including mounting brackets		%
A3.2		Proxy Servers, Video Wall Servers and client workstations including software		%
A3.3	13.2.1.2	Equipment racks and ancillaries		%
A3.4	13.2.1.3.1	Ergonomic control room material		%
A3.5	13.2.1.5	Backup power systems including all cabling, circuit breakers, switches and ancillaries		%
A3.6	13.2.1.4	Air-conditioning systems including all piping and accessories		%
A3.7		Supply Concertina type security access gate (single door, slamlock-type)		%
A3.8		Supply Steel security access gate incl access control (single door, maglock with keypad and push button release)		%

**SCHEDULE B1: Material supply and installation rates including civil works**

The award for this section will be for material supply rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year and shall indicate if price increases will be linked to supplier pricelists or annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
B1.1	13.2.1.1	Supply of vario support structure for mounting of monitoring screens	Each	
B1.2		Supply Electrical supply cable (6mm <sup>2</sup> ) (indoor)	m	
B1.3		Supply Electrical supply cable (10mm <sup>2</sup> ) (indoor)	m	
B1.4		Supply Sub-DB in server room incl main circuit breaker and earth leakage	Each	
B1.5		Supply 20A circuit breaker	Each	
B1.6		Supply 40A circuit breaker	Each	
B1.7		Supply Power skirting (2 compartment)	m	
B1.8		Supply SSO in power skirting	Each	
B1.9		Supply Blue 16A panel socket for rack power and plug	Each	
B1.10		Supply DSO in surface mount 4x4 box	Each	
B1.11		Supply Wire mesh cable tray for fibre cable reticulation (300mm wide)	m	
B1.12		Supply P8000 trunking	m	
B1.13		Supply of 25mm PVC conduit including saddles, couplings and other	m	
B1.14		Supply of 32mm PVC conduit including saddles, couplings and other	m	
B1.15		Supply of 40x40mm PVC trunking including corners, end caps and other	m	
B1.16		Supply of 100x40mm PVC trunking including corners, end caps and other	m	
B1.17		Supply of 25mm Bosal conduit including saddles, couplings and other	m	
B1.18		Supply of 50mm Bosal conduit including saddles, couplings and other	m	
B1.19		Supply of 20mm Kopex conduit including glands, couplings and other	m	
B1.20		Supply of 25mm Kopex conduit including glands, couplings and other	m	
B1.21		Supply Bandit stainless steel strapping & buckle	m	
B1.22	13.2.5	Supply equipment enclosure incl. base (Stainless steel, double-skinned, floor standing)	Each	
B1.23	13.2.5	Supply equipment enclosure (Stainless steel, double-skinned, wall mount or pole mount)	Each	

**SCHEDULE B1: Material supply and installation rates including civil works**

The award for this section will be for material supply rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year and shall indicate if price increases will be linked to supplier pricelists or annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
B1.24	13.2.5	Supply small equipment enclosure (plastic/polycarbonate, wall mount)	Each	
B1.25	13.2.5	Supply small equipment enclosure (Stainless steel, pole mount)	Each	
B1.26		Supply Electrical Supply Cable as per spec (SWA, 4mm <sup>2</sup> )	m	
B1.27		Supply Electrical Supply Cable as per spec (SWA, 6mm <sup>2</sup> )	m	
B1.28		Supply Mounting brackets for Wi-Fi equipment (316 stainless steel)	Each	
B1.29		Supply Galvanised steel post incl foundation and civils (6m 100x100x4mm)	Each	
B1.30	13.2.3	Supply Camera pole Type A (7m concrete)	Each	
B1.31	13.2.3	Supply Camera pole Type B (9m concrete)	Each	
B1.32	13.2.3	Supply Camera pole Type C (12m steel)	Each	
B1.33	13.2.3	Supply 3x Camera pole Type C (12m steel)	Batch	
B1.34	13.2.3	Supply 5x Camera pole Type C (12m steel)	Batch	
B1.35	13.2.3	Supply base for Camera pole Type C (12m steel)	Each	
B1.36	13.2.3	Supply Camera pole Type D (15m steel)	Each	
B1.37	13.2.3	Supply 3x Camera pole Type D (15m steel)	Batch	
B1.38	13.2.3	Supply 5x Camera pole Type D (15m steel)	Batch	
B1.39	13.2.3	Supply base for Camera pole Type D (15m steel)	Each	
B1.40	13.2.3	Supply Camera mast Type E (15m steel 3-sided lattice mast)	Each	
B1.41	13.2.3	Supply 3x Camera mast Type E (15m steel 3-sided lattice mast)	Batch	
B1.42	13.2.3	Supply 5x Camera mast Type E (15m steel 3-sided lattice mast)	Batch	



**SCHEDULE B1: Material supply and installation rates including civil works**

The award for this section will be for material supply rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year and shall indicate if price increases will be linked to supplier pricelists or annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
B1.43	13.2.3	Supply base for Camera pole Type E (15m steel 3-sided lattice mast)	Each	
B1.44		Supply fixed camera mounting bracket for up to 2 cameras for Type A and Type B camera poles (316 stainless steel)	Each	
B1.45		Supply fixed camera mounting bracket for up to 4 cameras for Type C and Type D camera poles (316 stainless steel)	Each	
B1.46	13.2.2	Supply Lollipop bracket for PTZ Dome cameras on poles (316 stainless steel)	Each	
B1.47	13.2.3	Supply Security fence (3m x 3m) around camera pole or mast incl lockable gate	Each	
		<b>FIBRE OPTIC INSTALLATION</b>		
B1.48	13.2.6	Supply fibre optic 12-way duct (3.5/5mm)	m	
B1.49	13.2.6	Supply fibre optic 7-way duct (3.5/5mm)	m	
B1.50	13.2.6	Supply fibre optic 7-way duct (10/12mm)	m	
B1.51	13.2.6	Supply fibre optic 7-way duct (10/14mm)	m	
B1.52	13.2.6	Supply fibre optic 2-way duct (3.5/5mm)	m	
B1.53	13.2.6	Supply fibre optic 2-way duct (10/12mm)	m	
B1.54	13.2.6	Supply fibre optic 2-way duct (10/14mm)	m	
B1.55		Supply 12-way duct joining kit	Each	
B1.56		Supply 7-way duct joining kit	Each	
B1.57		Supply 90 Degree T-piece Unit for 7- and 2-way ducts	Each	

**SCHEDULE B1: Material supply and installation rates including civil works**

The award for this section will be for material supply rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year and shall indicate if price increases will be linked to supplier pricelists or annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
B1.58		Supply Blown fibre tube connector	Each	
B1.59		Supply Blown fibre tube end caps	Each	
B1.60		Supply Fibre splice tray and patch panel (72 port capacity, unpopulated)	Each	
B1.61		Supply Fibre splice tray and patch panel (48 port capacity, unpopulated)	Each	
B1.62		Supply Fibre splice tray and patch panel (24 port capacity, unpopulated)	Each	
B1.63		Supply Fibre splice tray and patch panel (12 port capacity, unpopulated)	Each	
B1.64		Supply Pigtails and midcouplers, single-mode (LC/APC)	Each	
B1.65		Supply Pigtails and midcouplers, single-mode (LCPC)	Each	
B1.66		Supply Pigtails and midcouplers, multimode (LC)	Each	
B1.67		Supply Fibre termination unit including 4 pigtails and midcouplers, single-mode (LC-APC)	Each	
B1.68		Supply Fibre termination unit including 4 pigtails and midcouplers, multimode (LC)	Each	
B1.69		Supply of 50mm High-Density Polyethylene ducting	m	
B1.70		Supply of 110mm High-Density Polyethylene ducting	m	
B1.71	13.3.26	Supply A2 Polymer manhole frame and cover incl CCT logo and locking mechanism	Each	
B1.72	13.3.26	Supply D400 Ductile iron manhole frame and cover incl CCT logo and locking mechanism	Each	
B1.73	13.3.26	Supply A2 Polymer pre-fabricated manhole coping	Each	
B1.74	13.3.26	Supply pre-fabricated concrete manhole coping with D400 Ductile iron frame and cover	Each	

**SCHEDULE B1: Material supply and installation rates including civil works**

The award for this section will be for material supply rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year and shall indicate if price increases will be linked to supplier pricelists or annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
B1.75	13.3.26	Supply pre-fabricated GRC manhole (1200mm depth) constructed as per specification	Each	
B1.76	13.3.26	Supply Modular manhole (1000mm depth)	Each	
B1.77	13.3.26	Supply fibre slack brackets in brick manholes	Each	
B1.78	13.3.26	Supply jointing brackets in brick manholes	Each	
B1.79	13.2.7	Supply CAT6A UTP network cable, terminated and connected	m	
B1.80		Supply Commscope/Krone Category 6 Single SMK Housing	Each	
B1.81	13.2.7	Supply Commscope/Krone Category 6 UTP 0.5m Patch lead (Factory certified)	Each	
B1.82	13.2.7	Supply Commscope/Krone Category 6 UTP 1m Patch lead (Factory certified)	Each	
B1.83	13.2.7	Supply Commscope/Krone Category 6 UTP 3m Patch lead (Factory certified)	Each	
B1.84	13.2.7	Supply Commscope/Krone Category 6 UTP 8m Patch lead (Factory certified)	Each	
B1.85	13.2.7	Supply Commscope/Krone Category 6 UTP 10m Patch lead (Factory certified)	Each	
B1.86	13.2.7	Supply Commscope/Krone Category 6 UTP 15m Patch lead (Factory certified)	Each	
B1.87		Supply Commscope/Krone Category 6 24 Port Highway Patch panel	Each	
B1.88		Supply draw wire per 100m roll	Each	

**SCHEDULE C1: Equipment and material installation rates including civil works**

The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
C1.1		Installation and configuration of PTZ dome camera	Each	
C1.2		Installation and configuration of static camera	Each	
C1.3		Installation and configuration of thermal camera	Each	
C1.4		Installation and configuration of video server or recorder	Each	
C1.5		Installation and configuration of camera license	Each	
C1.6		Installation and configuration of 3rd party streaming license	Each	
C1.7		Installation and configuration of integrated VMS and recording server	Each	
C1.8		Installation and configuration of facial recognition system	Each	
C1.9		Installation and configuration of field network switch	Each	
C1.10		Installation and configuration of data centre access switch	Each	
C1.11		Installation and configuration of data centre core switch	Each	
C1.12		Installation and configuration of wireless end point (station or client)	Each	
C1.13		Installation and configuration monitor (up to 32")	Each	
C1.14		Install and configuration of monitor (larger than 32")	Each	
C1.15		Installation and configuration of video wall server	Each	
C1.16		Installation and configuration of client workstation	Each	
C1.17		Installation of network cabinet (up to 24U)	Each	
C1.18		Installation of network cabinet (25U - 42U)	Each	

**SCHEDULE C1: Equipment and material installation rates including civil works**

The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
C1.19		Installation of operator desk (normal desk)	Each	
C1.20		Installation of operator desk (tri-desk)	Each	
C1.21	13.2.1.1	Installation of vario support structure for mounting of monitoring screens	Each	
C1.22		Install Concertina type security access gate (single door, slamlock-type)	Each	
C1.23		Install Steel security access gate incl access control (single door, maglock with keypad and push button release)	Each	
C1.24		Install Electrical supply cable (6mm <sup>2</sup> ) (indoor)	m	
C1.25		Install Electrical supply cable (10mm <sup>2</sup> ) (indoor)	m	
C1.26		Install Sub-DB in server room incl main circuit breaker and earth leakage	Each	
C1.27		Install 40A circuit breaker	Each	
C1.28		Install 20A circuit breaker	Each	
C1.29		Install Power skirting (2 compartment)	m	
C1.30		Install SSO in power skirting	Each	
C1.31		Install Blue 16A panel socket for rack power and plug	Each	
C1.32		Install DSO in surface mount 4x4 box	Each	
C1.33		Install Wire mesh cable tray for fibre cable reticulation (300mm wide)	m	
C1.34		Install P8000 trunking	m	

**SCHEDULE C1: Equipment and material installation rates including civil works**

The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
C1.35		Installation cost per metre run of PVC conduit on surface	m	
C1.36		Installation cost per metre run of PVC trunking on surface	m	
C1.37		Installation cost per metre run of Bosal conduit on surface	m	
C1.38		Installation cost per metre run of Kopex conduit on surface	m	
C1.39		Install Bandit stainless steel strapping & buckle	m	
C1.40	13.2.5	Install floor standing equipment enclosure	Each	
C1.41	13.2.5	Install double-skinned wall mount or pole mount equipment enclosure	Each	
C1.42	13.2.5	Install small equipment enclosure (plastic/polycarbonate, wall mount)	Each	
C1.43	13.2.5	Install equipment enclosure (Stainless steel, pole mount)	Each	
C1.44		Install Electrical Supply Cable as per spec (SWA, 4mm <sup>2</sup> )	m	
C1.45		Install Electrical Supply Cable as per spec (SWA, 6mm <sup>2</sup> )	m	
C1.46		Install Mounting brackets for Wi-Fi equipment (316 stainless steel)	Each	
C1.47		Radio interference test / spectrum analysis (per instance required)	Each	
C1.48		Setup, configuration, commissioning and documentation of wireless links	Each	
C1.49		Install Galvanised steel post incl foundation and civils (6m 100x100x4mm)	Each	

<b>SCHEDULE C1: Equipment and material installation rates including civil works</b>				
The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
C1.50	13.2.3	Install Camera pole Type A - foundation and civils (7m concrete)	Each	
C1.51	13.2.3	Install Camera pole Type B - foundation and civils (9m concrete)	Each	
C1.52	13.2.3	Install Camera pole Type C - foundation and civils (12m steel)	Each	
C1.53	13.2.3	Install Camera pole Type D - foundation and civils (15m steel)	Each	
C1.54	13.2.3	Install Camera mast Type E - foundations and civils (15m steel 3-sided lattice mast)	Each	
C1.55		Install fixed camera mounting bracket for up to 2 cameras for Type A and Type B camera poles (316 stainless steel)	Each	
C1.56		Install fixed camera mounting bracket for up to 4 cameras for Type C and Type D camera poles (316 stainless steel)	Each	
C1.57	13.2.2	Install Lollipop bracket for PTZ Dome cameras on poles (316 stainless steel)	Each	
C1.58		Cherry Picker Hire per day	Day	
C1.59	13.2.3	Install Security fence (3m x 3m) around camera pole or mast incl lockable gate	Each	
C1.60	13.2.6	Install fibre optic 12-way duct (3.5/5mm)	m	
C1.61	13.2.6	Install fibre optic 7-way duct (3.5/5mm)	m	
C1.62	13.2.6	Install fibre optic 7-way duct (10/12mm)	m	
C1.63	13.2.6	Install fibre optic 7-way duct (10/14mm)	m	
C1.64	13.2.6	Install fibre optic 2-way duct (3.5/5mm)	m	

<b>SCHEDULE C1: Equipment and material installation rates including civil works</b>				
The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
C1.65	13.2.6	Install fibre optic 2-way duct (10/12mm)	m	
C1.66	13.2.6	Install fibre optic 2-way duct (10/14mm)	m	
C1.67		Install 12-way duct joining kit	Each	
C1.68		Install 7-way duct joining kit	Each	
C1.69		Install 90 Degree T-piece Unit for 7- and 2-way (excludes civils)	Each	
C1.70		Install Blown fibre tube connector	Each	
C1.71		Install Blown fibre tube end caps	Each	
C1.72	13.2.6	Install blown fibre cable (10mm)	m	
C1.73	13.2.6	Install blown fibre cable (3.5mm)	m	
C1.74		Install Managed dome joint	Each	
C1.75		Prepare Telecoms FDP for splicing (per dome joint)	Each	
C1.76	13.2.6	Fibre optic splicing including initial OTDR test and report	Each	
C1.77		Install Fibre splice tray and patch panel (72 port capacity, unpopulated)	Each	
C1.78		Install Fibre splice tray and patch panel (48 port capacity, unpopulated)	Each	
C1.79		Install Fibre splice tray and patch panel (24 port capacity, unpopulated)	Each	



<b>SCHEDULE C1: Equipment and material installation rates including civil works</b>				
The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
C1.80		Install Fibre splice tray and patch panel (12 port capacity, unpopulated)	Each	
C1.81		Install Pigtails and midcouplers, single-mode (LC/APC)	Each	
C1.82		Install Pigtails and midcouplers, single-mode (LCPC)	Each	
C1.83		Install Pigtails and midcouplers, multimode (LC)	Each	
C1.84	13.2.6	Install Fibre patch lead	Each	
C1.85		Switching room patching	Each	
C1.86		Install Fibre termination unit including 4 pigtails and midcouplers, single-mode (LC-APC)	Each	
C1.87		Install Fibre termination unit including 4 pigtails and midcouplers, multimode (LC)	Each	
C1.88		DIT testing per duct/tube	m	
C1.89		DIT testing per 2-way (2 tubes)	m	
C1.90		DIT testing per 7-way (7 tubes)	m	
C1.91		DIT testing per 12-way (12 tubes)	m	
C1.92		OTDR test and report per fibre	Each	
C1.93		Supply and install Customer Lead-in Unit (Building entry)	Each	
C1.94		Core drill through wall (20mm)	Each	
C1.95		Core drill through wall (32mm)	Each	
C1.96		Core drill through wall (50mm)	Each	
C1.97	13.3	Trenching, backfilling and compaction (soft soil)	m <sup>3</sup>	
C1.98	13.3	Trenching, backfilling and compaction (hard soil)	m <sup>3</sup>	

<b>SCHEDULE C1: Equipment and material installation rates including civil works</b>				
The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
C1.99	13.3	Trenching, backfilling and compaction (mechanical plant required)	m <sup>3</sup>	
C1.100	13.3	Breaking up of tar or concrete surface	m <sup>2</sup>	
C1.101	13.3	Reinstatement of surface – Tar sidewalk	m <sup>2</sup>	
C1.102	13.3	Reinstatement of surface – Tar roadway	m <sup>2</sup>	
C1.103	13.3	Reinstatement of surface – Concrete	m <sup>2</sup>	
C1.104	13.3	Reinstatement of surface – Paving	m <sup>2</sup>	
C1.105	13.3	Reinstatement of surface – Gravel	m <sup>2</sup>	
C1.106	13.3	Reinstatement of surface – Grass	m <sup>2</sup>	
C1.107	13.3	Removal of access material to certified dump site	m <sup>3</sup>	
C1.108	13.3	Safety Measures & Accom. Of traffic (single lane closure for 50m section)	Each	
C1.109	13.3	Excavation of pilot holes for locating of services	m <sup>3</sup>	
C1.110		Directional drilling (1x 110mm sleeve)	m	
C1.111		Directional drilling (2x 110mm sleeve)	m	
C1.112		Road scanning for directional drilling (per scan)	Each	
C1.113		DCP testing (per test)	Each	
C1.114		Painting of road markings and lines (per instance)	Each	
C1.115		Installation of 50mm High-Density Polyethylene ducting	m	
C1.116		Installation of 110mm High-Density Polyethylene ducting	m	
C1.117		Supply and installation of trench tape	m	
C1.118		Foundation for floor standing kiosk	Each	
C1.119	13.3.26	Install A2 Polymer manhole frame and cover incl CCT logo and locking mechanism	Each	

<b>SCHEDULE C1: Equipment and material installation rates including civil works</b>				
The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
C1.120	13.3.26	Install D400 Ductile iron manhole frame and cover incl CCT logo and locking mechanism	Each	
C1.121	13.3.26	Install A2 Polymer pre-fabricated manhole coping	Each	
C1.122	13.3.26	Install pre-fabricated concrete manhole coping with D400 Ductile iron frame and cover	Each	
C1.123	13.3.26	On-site cast concrete manhole coping incl I-beams and roof sheets	Each	
C1.124	13.3.26	Brick-built manhole shell and base - 800x800x800mm inside diameter	Each	
C1.125	13.3.26	Brick-built manhole shell and base - 1200x1200x1200mm inside diameter	Each	
C1.126	13.3.26	Brick-built manhole shell and base - 1500x1500x1500mm inside diameter	Each	
C1.127	13.3.26	Install pre-fabricated GRC manhole (1200mm depth)	Each	
C1.128	13.3.26	Install Modular manhole (1000mm depth) incl civil works	Each	
C1.129	13.3.26	Install fibre slack brackets in brick manholes	Each	
C1.130	13.3.26	Install jointing brackets in brick manholes	Each	
C1.131	13.4	Manhole labelling (manhole, ducts and cabling)	Each	
C1.132		Additional manhole entry into existing manhole (brick wall)	Each	
C1.133	13.2.7	Install CAT6A UTP network cable, terminated and connected	m	
C1.134		Install Commscope/Krone Category 6 Single SMK Housing	Each	
C1.135	13.2.7	Install CAT5e/CAT6 patch lead	Each	

**SCHEDULE C1: Equipment and material installation rates including civil works**

The award for this section will be for equipment and material installation rates for items to complete the CCTV installations. The Tenderer shall indicate rates that will be applicable for the first year, price increase will be linked to annual CPI increases.

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
C1.136		Install Commscope/Krone Category 6 24 Port Highway Patch panel	Each	

**SCHEDULE D: Hourly labour rates**

The award for this section will be for additional Services requested by the City to install, support or maintain the CCTV installations. No overtime or standby rates will be paid by the City. The Tenderer shall indicate hourly rates that will be applicable for the first year, price increase will be linked to annual CPI increases.

**Schedule D1: Technicians**

Item	Specification reference	Description	Unit	Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)
D1.1	13.1.13.2	Junior Technician	Rate per Hour	
D1.2	13.1.13.1	Senior Technician	Rate per Hour	

**Schedule D2: Administrative**

D2.1		Project Management and Design/Planning activities	Rate per Hour	
D2.2		Administrative staff for documentation	Rate per Hour	
D2.3		CCTV Training for City Staff (up to 10 people at City Venue)	Per session	
D2.4		Provision for the appointment of a Fibre Optic Planning and Design official	Rate per Hour	

**Schedule D3: Civils**

D3.1		Supervisor	Rate per Day	
D3.2		Foreman	Rate per Hour	
D3.3		Semi-skilled labourer	Rate per Hour	
D3.4		Un-skilled labour	Rate per Hour	
D3.5		Survey and proofing of existing 110mm fibre ducting	Rate per m	
D3.6		Provision for the appointment of a Route Inspection Official	Rate per Hour	

<b>SCHEDULE E: General items</b>				
<b>SCHEDULE E1: General Items</b> (Rates to include on-cost charges and profit)				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
E1.1		Daily rate for time related general items	Rate per Day	
E1.2		Site camp establishment and removal	Rate per Day	
E1.3		Monthly site camp rental	Rate per Day	
E1.4		Water pump hire	Rate per Day	

<b>SCHEDULE F: Site security</b>				
The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier quotations to be supplied by the Tenderer during project execution on a per project basis.				
<b>SCHEDULE F1: Site security</b>				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Mark-Up on supplier quotation Maximum 10%</b>
F1.1		Site security per project	Per project	%

<b>SCHEDULE G: Fees</b>				
(Rates to include on-cost charges and profit)				
<b>SCHEDULE G1: Fees</b>				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
G1.1	13.2.4	Electrical Supply Point connection fee (CCT or 3rd party)	Each	
G1.2	13.2.4	Electrical Earthing & Testing incl CoC	Each	
G1.3	13.1.12	Wayleave application (compilation of set of applications per project with submission to CCT wayleave department and external providers)	Per project	
G1.4		Telecoms change control application (per instance)	Each	

<b>SCHEDULE H: Contract Management Items</b>				
<b>SCHEDULE H1: Miscellaneous (Rates to include on-cost charges and profit)</b>				
<b>Item</b>	<b>Specification reference</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price from date of commencement for 12 months (Price in Rand excluding VAT)</b>
H1.1	13.1.11	Preparation for Factory Acceptance Test Labour rates	Day	
H1.2	13.1.11	Factory Acceptance Test Labour rates	Day	
H1.3		Insurance for project value of R100 000	Sum	
H1.4		Surety for 3rd party entities per R100 000	Sum	
H1.5		Performance Guarantee for project value of R100 000 (Only required for projects above R1mil)	Sum	
H1.6		OHAS per R100 000	Sum	

<b>INITIALS OF CITY OFFICIALS</b>		
<b>1</b>	<b>2</b>	<b>3</b>

## (6) 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 CCT 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 CCT 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 CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT 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 CCT 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 CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion 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	
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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 CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
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- 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	
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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 CCT 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 POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### Definitions

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a

third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1. Gender are women (ownership)*	2	
2. Gender are women (ownership)*	2	
3. Disability are disabled persons (ownership)*	2	
4. Promotion of Micro and Small Enterprises	4	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

For official use.
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING

1.	2.	3.
----	----	----

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

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
  - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
    - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
    - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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 .....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars .....

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars .....

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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>M SCM 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 CCT 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 fraudulent 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>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

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 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: \_\_\_\_\_  
(Name of tenderer)

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) 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.

Physical <b>Business</b> address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

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

\_\_\_\_\_  
Date

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

### 8. Pricing Instructions:

- 8.1 The Contract Price Adjustment mechanism/s contained in this schedule is compulsory and binding on all tenders.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 The tenderer is 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 The tenderer is 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 Any claim for an increase in the Contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town,  
PO Box 655, Cape Town, 8000 or  
by email to: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za) and CC [Chris.Moller@capetown.gov.za](mailto:Chris.Moller@capetown.gov.za)

**15 days prior** to the month upon which the price adjustment would become effective.

- 8.6 The CCT 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.
- 8.7 When submitting a claim for contract price adjustment the contractor shall indicate the actual amount claimed for each item. Percentage increases will not be considered. 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.
- 8.8 The CCT reserves the right to request the contractor 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 contractor fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the contractor has abandoned his claim.
- 8.9 The effective date of any price increases granted will be the date on which the abovementioned documentation/claim is submitted or, by agreement between the contractor and the City, a subsequent date on which the price increase will be effective.
- 8.10 In instances where the contractor's price claimed is less than entitled, the lesser price will be accepted.
- 8.11 The CCT reserves the right to apply the indices available at the date of the claim submitted by the contractor.

### PRICE ADJUSTMENT MECHANISMS:

#### 9. CONSUMER PRICE INDEX

- 9.1 The Contract Price as per GCC shall remain **Firm** for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.
- 9.2 Subject to 9.1. Above, Contract Price Adjustment will be applicable as from commencement of the 13 month. Contractors shall be entitled to claim contract price adjustment as follows:

- 9.3 **10%** of the **tendered** rate will remain fixed for the duration of the contract.
- 9.4 **90%** of the year on year rate will be subject to adjustment **annually** based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
- **From start of 13<sup>th</sup> month to the end of the 24<sup>th</sup> month:** Subject to contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the date of commencement. The **end month** shall be three (3) calendar months prior to the 12<sup>th</sup> month.
  - **From start of 25<sup>th</sup> month to end of the 36<sup>th</sup> month:** Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13<sup>th</sup> month. The **end month** shall be three (3) calendar months prior to 24<sup>th</sup> month.
  - **From start of 37<sup>th</sup> month to end of the 48<sup>th</sup> month:** Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13<sup>th</sup> month. The **end month** shall be three (3) calendar months prior to 24<sup>th</sup> month.
  - **From start of 49<sup>th</sup> month to end of the 60<sup>th</sup> month:** Subject to the contract price adjustment in accordance with the **Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates)**. **Base month** for the price adjustment shall be three (3) calendar months prior to the 13<sup>th</sup> month. The **end month** shall be three (3) calendar months prior to 24<sup>th</sup> month.
  - The **average CPI** will be calculated, the base month to the end month (both included) divided by the number of months.
  - **Example:**
  - The claim will be based on the **average** between the “base month” and the “end month” **e.g.:**  
 $7+6+9+6 = 28$  ( $28/4$ ) = 7 therefore the claim will be 7%.

## 10. SUPPLIER/ MANUFACTURER PRICE LIST VARIATIONS

10.1 Subject to the above (clauses 8.1 – 8 11), If the contract is subject to variation based on **SUPPLIER/ MANUFACTURER PRICE LIST VARIATIONS**, the following will be applicable:

10.1.1 The tenderer must supply the following documentation when applying for a price variation:

- The Supplier/Manufacturer price list(s) that the tender was based upon **clearly indicating the item numbered according to the tender pricing schedule in Schedule B2.1** (Table to be completed below for tenderers who are not the Supplier/Manufacturer).
  - The above information must be provided for each item supplied to the Tenderer and indicated to be eligible for price increase based upon the supplier pricelist.
  - Copies of price lists on which tender prices are based must be enclosed for all items. The items referenced to the Pricing Schedule must be clearly identified on the price list.
  - Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation together with detailed calculations to this effect must be submitted.
- Covering letter on a letterhead from contractor requesting the variation. All documentation to be signed by relevant parties **prior** to the date upon which the price variation would become effective.
- The new price list on the signed Supplier/Manufacturers letter head (excepting for pamphlets, brochures and e-mail communication) **clearly indicating the item(s) according to the tender pricing schedule** from the same Supplier/Manufacturer from date of tender.
- **Detailed calculations** indicating how the “new” price is established. The calculations must be submitted on an excel spreadsheets together with a pdf signed spreadsheet. Tenderers can request an example from the CPA unit (e-mail address [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za)).

- 10.1.2 **The effective date of any price increases granted will be at the date when all the above mentioned documentation is submitted** or in exceptional circumstances at the discretion of the Contract Manager. It must be noted that the date that only partial submission of documents will not be the date that will be considered when the price adjustment is granted, only when ALL signed documentation is submitted then the variation will be granted if the price is acceptable and market related.
- 10.1.3 In instances where the contractors price claimed is less than entitled, the lesser price will be accepted.
- 10.1.4 Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the contractor increase their profit margin.
- 10.1.5 In the event of a contractor changing their Supplier/manufacturer during the tenure of the contract, any request for price variations will not be considered unless the contractor obtains prior approval from the Contract Manager.
- 10.1.6 **Process that will be followed:**
- Contractor submits all the documentation indicated above prior to the effective date of the variation.
  - The City will consider the variation and based on the documentary evidence, the City may approve the variation.
  - Letters authorising the price variation will be communicated to the contractor indicating the effective date.
  - **All purchase orders from the effective date will be generated at the approved contract price.**
  - **Purchase orders placed prior to the effective date will not be varied.**



**CONTRACT PRICE ADJUSTMENT USING SUPPLIER/MANUFACTURER PRICE LISTS**

<b>Item no. as per the Pricing Schedule</b>	<b>Description as per the Pricing Schedule</b>	<b>Name of Supplier /Manufacturer</b>	<b>Date of Price List/Quotation upon which tender is based</b>	<b>Price List/Quotation Reference Number</b>
B1.1	Supply of vario support structure for mounting of monitoring screens			
B1.2	Supply Electrical supply cable (6mm <sup>2</sup> ) (indoor)			
B1.3	Supply Electrical supply cable (10mm <sup>2</sup> ) (indoor)			
B1.4	Supply Sub-DB in server room incl main circuit breaker and earth leakage			
B1.5	Supply 20A circuit breaker			
B1.6	Supply 40A circuit breaker			
B1.7	Supply Power skirting (2 compartment)			
B1.8	Supply SSO in power skirting			
B1.9	Supply Blue 16A panel socket for rack power and plug			
B1.10	Supply DSO in surface mount 4x4 box			
B1.11	Supply Wire mesh cable tray for fibre cable reticulation (300mm wide)			
B1.12	Supply P8000 trunking			
B1.13	Supply of 25mm PVC conduit including saddles, couplings and other			
B1.14	Supply of 32mm PVC conduit including saddles, couplings and other			
B1.15	Supply of 40x40mm PVC trunking including corners, end caps and other			
B1.16	Supply of 100x40mm PVC trunking including corners, end caps and other			
B1.17	Supply of 25mm Bosal conduit including saddles, couplings and other			
B1.18	Supply of 50mm Bosal conduit including saddles, couplings and other			
B1.19	Supply of 20mm Kopex conduit including glands, couplings and other			

**TENDER NO:339S/2022/23**

<b>Item no. as per the Pricing Schedule</b>	<b>Description as per the Pricing Schedule</b>	<b>Name of Supplier /Manufacturer</b>	<b>Date of Price List/Quotation upon which tender is based</b>	<b>Price List/Quotation Reference Number</b>
B1.20	Supply of 25mm Kopex conduit including glands, couplings and other			
B1.21	Supply Bandit stainless steel strapping & buckle			
B1.22	Supply equipment enclosure incl. base (Stainless steel, double-skinned, floor standing)			
B1.23	Supply equipment enclosure (Stainless steel, double-skinned, wall mount or pole mount)			
B1.24	Supply small equipment enclosure (plastic/polycarbonate, wall mount)			
B1.25	Supply small equipment enclosure (Stainless steel, pole mount)			
B1.26	Supply Electrical Supply Cable as per spec (SWA, 4mm <sup>2</sup> )			
B1.27	Supply Electrical Supply Cable as per spec (SWA, 6mm <sup>2</sup> )			
B1.28	Supply Mounting brackets for Wi-Fi equipment (316 stainless steel)			
B1.29	Supply Galvanised steel post incl foundation and civils (6m 100x100x4mm)			
B1.30	Supply Camera pole Type A (7m concrete)			
B1.31	Supply Camera pole Type B (9m concrete)			
B1.32	Supply Camera pole Type C (12m steel)			
B1.33	Supply 3x Camera pole Type C (12m steel)			
B1.34	Supply 5x Camera pole Type C (12m steel)			
B1.35	Supply base for Camera pole Type C (12m steel)			
B1.36	Supply Camera pole Type D (15m steel)			
B1.37	Supply 3x Camera pole Type D (15m steel)			
B1.38	Supply 5x Camera pole Type D (15m steel)			
B1.39	Supply base for Camera pole Type D (15m steel)			
B1.40	Supply Camera mast Type E (15m steel 3-sided lattice mast)			
B1.41	Supply 3x Camera mast Type E (15m steel 3-sided lattice mast)			

**TENDER NO:339S/2022/23**

<b>Item no. as per the Pricing Schedule</b>	<b>Description as per the Pricing Schedule</b>	<b>Name of Supplier /Manufacturer</b>	<b>Date of Price List/Quotation upon which tender is based</b>	<b>Price List/Quotation Reference Number</b>
B1.42	Supply 5x Camera mast Type E (15m steel 3-sided lattice mast)			
B1.43	Supply base for Camera pole Type E (15m steel 3-sided lattice mast)			
B1.44	Supply fixed camera mounting bracket for up to 2 cameras for Type A and Type B camera poles (316 stainless steel)			
B1.45	Supply fixed camera mounting bracket for up to 4 cameras for Type C and Type D camera poles (316 stainless steel)			
B1.46	Supply Lollipop bracket for PTZ Dome cameras on poles (316 stainless steel)			
B1.47	Supply Security fence (3m x 3m) around camera pole or mast incl lockable gate			
	<b>FIBRE OPTIC INSTALLATION</b>			
B1.48	Supply fibre optic 12-way duct (3.5/5mm)			
B1.49	Supply fibre optic 7-way duct (3.5/5mm)			
B1.50	Supply fibre optic 7-way duct (10/12mm)			
B1.51	Supply fibre optic 7-way duct (10/14mm)			
B1.52	Supply fibre optic 2-way duct (3.5/5mm)			
B1.53	Supply fibre optic 2-way duct (10/12mm)			
B1.54	Supply fibre optic 2-way duct (10/14mm)			
B1.55	Supply 12-way duct joining kit			
B1.56	Supply 7-way duct joining kit			
B1.57	Supply 90 Degree T-piece Unit for 7- and 2-way ducts			
B1.58	Supply Blown fibre tube connector			
B1.59	Supply Blown fibre tube end caps			
B1.60	Supply Fibre splice tray and patch panel (72 port capacity, unpopulated)			
B1.61	Supply Fibre splice tray and patch panel (48 port capacity, unpopulated)			
B1.62	Supply Fibre splice tray and patch panel (24 port capacity, unpopulated)			

## TENDER NO:339S/2022/23

Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier /Manufacturer	Date of Price List/Quotation upon which tender is based	Price List/Quotation Reference Number
B1.63	Supply Fibre splice tray and patch panel (12 port capacity, unpopulated)			
B1.64	Supply Pigtails and midcouplers, single-mode (LC/APC)			
B1.65	Supply Pigtails and midcouplers, single-mode (LCPC)			
B1.66	Supply Pigtails and midcouplers, multimode (LC)			
B1.67	Supply Fibre termination unit including 4 pigtails and midcouplers, single-mode (LC-APC)			
B1.68	Supply Fibre termination unit including 4 pigtails and midcouplers, multimode (LC)			
B1.69	Supply of 50mm High-Density Polyethylene ducting			
B1.70	Supply of 110mm High-Density Polyethylene ducting			
B1.71	Supply A2 Polymer manhole frame and cover incl CCT logo and locking mechanism			
B1.72	Supply D400 Ductile iron manhole frame and cover incl CCT logo and locking mechanism			
B1.73	Supply A2 Polymer pre-fabricated manhole coping			
B1.74	Supply pre-fabricated concrete manhole coping with D400 Ductile iron frame and cover			
B1.75	Supply pre-fabricated GRC manhole (1200mm depth) constructed as per specification			
B1.76	Supply Modular manhole (1000mm depth)			
B1.77	Supply fibre slack brackets in brick manholes			
B1.78	Supply jointing brackets in brick manholes			
B1.79	Supply CAT6A UTP network cable, terminated and connected			
B1.80	Supply Commscope/Krone Category 6 Single SMK Housing			
B1.81	Supply Commscope/Krone Category 6 UTP 0.5m Patch lead (Factory certified)			
B1.82	Supply Commscope/Krone Category 6 UTP 1m Patch lead (Factory certified)			
B1.83	Supply Commscope/Krone Category 6 UTP 3m Patch lead (Factory certified)			
B1.84	Supply Commscope/Krone Category 6 UTP 8m Patch lead (Factory certified)			

**TENDER NO:339S/2022/23**

<b>Item no. as per the Pricing Schedule</b>	<b>Description as per the Pricing Schedule</b>	<b>Name of Supplier /Manufacturer</b>	<b>Date of Price List/Quotation upon which tender is based</b>	<b>Price List/Quotation Reference Number</b>
B1.85	Supply Commscope/Krone Category 6 UTP 10m Patch lead (Factory certified)			
B1.86	Supply Commscope/Krone Category 6 UTP 15m Patch lead (Factory certified)			
B1.87	Supply Commscope/Krone Category 6 24 Port Highway Patch panel			
B1.88	Supply draw wire per 100m roll			

## Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this **tender 339S/2022/23 SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA** in response to the tender invitation made by THE CITY OF CAPE TOWN, 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 10: Price Basis for Imported Resources**

Not used

<b>Schedule 11: List of other documents attached by tenderer</b>
--

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

	<b>Date of Document</b>	<b>Title of Document or Description</b> <b>(refer to clauses / schedules of this tender document where applicable)</b>
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



<b>Schedule 12: Record of Addenda to Tender Documents</b>
---

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:** .....

<b>Schedule 13: Information to be provided with the tender</b>
--

The following information shall be provided with the Tender:

- 13.1 Schedule 13A: Track record and Experience
- 13.2 Schedule 13B: Schedule of proposed sub-contractors
- 13.3 Letter of good Standing from PSIRA as proof that the prime contractor is legally registered with the Authority and whose registration is valid. The certificate must be valid at date of tender closing.
- 13.4 Registration as a security service provider in terms of section 21(1) of the Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001)
- 13.5 The evidence must be in the form of reference letters from Clients, on the referee's letterhead, specifying the details and scope of the CCTV Camera Systems, clearly specifying the number of cameras, as well as the duration dates and the relationship with the Tenderer. Letter/s must not be more than Six (6) years old.
- 13.6 Human resources. The evidence must take the form of an organogram, with detailed supporting CVs, qualifications and relevant Vendor Certificates of Competency. The evidence will be used to determine the applicable values.

**Note: Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key personnel contain sufficient details of all relevant experience which is easily and clearly ascertainable from the curriculum vitae submitted.**

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

## SCHEDULE 13A - TRACK RECORD AND EXPERIENCE

- Notes:** 1. The following is a statement of successfully executed installations which has been completed prior to closing date of tender  
2. Failure to provide the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Employer's Agent / Consultant Firm	Nature of Works / Description of Work (Including No. of cameras)	Value of Works Rm	Duration and Completion Date
Firm: _____ Contact Name: _____ Tel. No.: _____	Firm: _____ Contact Name: _____ Tel. No.: _____	_____ _____ _____ <u>No of Cameras:</u>	R _____	Start Date _____ Months: _____ Completion date: _____
Firm: _____ Contact Name: _____ Tel. No.: _____	Firm: _____ Contact Name: _____ Tel. No.: _____	_____ _____ _____ <u>No of Cameras:</u>	R _____	Start Date _____ Months: _____ Completion date: _____
Firm: _____ Contact Name: _____ Tel. No.: _____	Firm: _____ Contact Name: _____ Tel. No.: _____	_____ _____ _____ <u>No of Cameras:</u>	R _____	Start Date _____ Months: _____ Completion date: _____
Firm: _____ Contact Name: _____ Tel. No.: _____	Firm: _____ Contact Name: _____ Tel. No.: _____	_____ _____ _____ <u>No of Cameras:</u>	R _____	Start Date _____ Months: _____ Completion date: _____

 .....  
 Signature:

 .....  
 Date

.....

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

## SCHEDULE 13B - SCHEDULE OF TECHNICAL PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Specification and shall insert in the spaces provided below details of the technical personnel in the employment of the tenderer. The Curriculum Vitae of each individual must be appended to this schedule.

SENIOR TECHNICIAN 1				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	
SENIOR TECHNICIAN 2				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	
SENIOR TECHNICIAN 3				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	
JUNIOR TECHNICIAN 1				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	
JUNIOR TECHNICIAN 2				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	
JUNIOR TECHNICIAN 3				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	
JUNIOR TECHNICIAN 4				
Name	Qualifications	Years experience	Documents provided (yes/no)	
			CV	
			NQF Lvl 6 (Diploma or similar)	
			OEM certificates	

.....  
Signature:

.....  
Date

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

## SCHEDULE 13C - SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall set out in the Schedule hereunder the details of any Sub-contractors, other than plant hire firms, they propose to use on the Works.


NAMES OF PROPOSED SUB-CONTRACTORS	REGISTERED ADDRESS	NATURE OF WORK TO BE UNDERTAKEN	BBBEE LEVEL

.....  
Signature:

.....  
Date

.....  
Print name:

On behalf of the tenderer (duly authorised)

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 <b>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</b>	
<b>SUPPLY CHAIN MANAGEMENT</b>			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 79 of 66

**TENDER NO: 339S/2022/23**

**TENDER DESCRIPTION: SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA**

**CONTRACT PERIOD: 60 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

## VOLUME 3: DRAFT CONTRACT

TENDERER	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual</b>	
<b>TRADING AS</b> (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
<b>Main Offer</b> (see clause 2.2.11.1)	
<b>Alternative Offer</b> (see clause 2.2.11.1)	

## VOLUME 3: DRAFT CONTRACT (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:

### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

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

*Add the following after Clause 1.25:*

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 "Engineer" means the Electronic Consulting Engineer contracted by the Employer for the project management and supervision of the installations.

### 3. General Obligations

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

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the



contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

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

3.6 The **purchaser** shall:

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

intended.

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

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

*Add the following after clause 5.4:*

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims,

liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

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

## **7. Performance Security**

*Delete clause 7.1 and replace with the following:*

- 7.1 Performance security shall not be applicable for projects with a value of less than R1mil.

Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum (per project) shall be equal to being 10 percent of the project value.

*Delete clause 7.3 and replace with the following:*

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

*Delete clause 7.4 and replace with the following:*

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

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

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

## **11. Insurance**

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser

against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

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

## **15. Warranty**

*Add to Clause 15.2:*

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

## **16. Payment**

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

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

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

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

*Add the following after clause 16.4*

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

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

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

## **17. Prices**

*Add the following after clause 17.1*

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

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

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

- a) The mark-up percentages that are tendered in Section A shall remain firm for the duration of the contract and will be used in conjunction with relevant supplier pricelists that the Tenderer shall provide to determine the individual unit rates applicable. All prices shall be exclusive of VAT.
- b) The rates tendered in Section B will be subject to variation based on supplier/ manufacturer price list variations.
- c) The rates tendered in Sections C to G will be subject to consumer price index.

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually

paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

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

#### **17.5.3 Adjustment for variation in labour and material Costs**

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

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

### **18. Contract Amendments**

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

#### **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

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

### **20. Subcontracts**

*Add the following after clause 20.1:*

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

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

### **21. Delays in the supplier's performance**

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

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

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

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

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

### **22. Penalties**

**Delete clause 22.1 and replace with the following:**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.
- 22.2 The amount will be **R 4 500.00 excl VAT per calendar day** for not reaching the milestones within the project programme. These milestones will be indicated and approved by the contract manager after the contract has been awarded and a detailed project plan has been submitted.
- 22.3 The amount will be **R 2 000.00 excl VAT per calendar day** for late submission of performance guarantee.
- 22.4 The amount will be **R 1 000.00 excl VAT per calendar day** for late submission of construction programme.
- 22.5 The notice for any request for extension of time must be properly motivated and forwarded to the project manager and consultant at least three weeks prior to the milestone under question or as soon as the contractor became aware or should have become aware of the delay. Failing to submit such a request the contractor will not be able to apply for an extension of time.
- 22.6 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

**23. Termination for default**

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

**23. Termination**

*Add the following to the end of clause 23.1:*

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

*Add the following after clause 23.7:*

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
  - 23.8.5.2 association with known family of notorious individuals;
  - 23.8.5.3 poor performance issues, known to the Employer;
  - 23.8.5.4 negative social media reports; or
  - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

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

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

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

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

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

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

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

## **28. Limitation of Liability**

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

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

*Add the following after clause 28.1:*

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;



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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

### **31. Notices**

*Delete clauses 31.1 and 31.2 and replace with the following:*

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
  - b) sent by registered mail – five (5) working days after mailing
  - c) sent by email or telefax – one (1) working day after transmission

### **32. Taxes and Duties**

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

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

*Add the following after clause 32.3:*

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

### **ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 34:*

### **35. Reporting Obligations.**

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

**(8) GENERAL CONDITIONS OF CONTRACT**

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

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

## **9. Packing**

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

## **16. Payment**

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

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

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

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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



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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force majeure**

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

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

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

**28. Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

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

**29. Governing language**

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

**30. Applicable Law**

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

**31. Notices**

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

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

**32. Taxes and Duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part,

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and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

**(9) FORM OF GUARANTEE / PERFORMANCE SECURITY****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 City of Cape Town 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 the City of Cape Town 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, 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) 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 the City of Cape Town the Guaranteed Sum or the full outstanding balance 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 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, the City of Cape Town 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 the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town 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. 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 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 the City:

**National Banks:**

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

**International Banks (with branches in SA):**

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

**Insurance companies:**

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

**(10) FORM OF ADVANCE PAYMENT GUARANTEE**

Not used

**(10.1) ADVANCE PAYMENT SCHEDULE**

Not used



**(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,  
 (Supplier/Mandatar/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.

C.O.I.D. 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**

\_\_\_\_\_  
**Mandatar**

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

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 for and on behalf of  
 City of Cape Town

**(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)**

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:** 339S/2022/23

**TENDER DESCRIPTION: SUPPLY, INSTALLATION AND COMMISSIONING OF URBAN CCTV CAMERAS AND EQUIPMENT IN THE CAPE TOWN METRO AREA**

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 CITY OF CAPE TOWN 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)

**(13) SPECIFICATION(S)****13.1. GENERAL****13.1.1 Scope of Work**

The City uses various types and makes of CCTV cameras for the various requirements needed to monitor the area/footprints of the various clustered or strategically placed cameras.

The City uses mainly Pan, Tilt and Zoom (PTZ) and static/fixed cameras. The following 'type specific' cameras are used in areas where the standard CCTV cameras cannot operate or require additional monitoring:

- Mega Pixel
- Analytic,
- Thermal,
- Infra-Red
- Night vision
- Low light

The scope of works and Bill of Quantities will be defined on a per project basis by the Employer and communicated to the contractor.

**13.1.2 Description of works**

The description of the works will be defined on a per project basis by the Employer.

**13.1.3 Site Conditions**

The cameras and equipment will be installed in the Cape Town Metropole, Western Cape. Some locations will require that the cameras be mounted on buildings. The following general conditions can be expected:

- |                                      |  |
|--------------------------------------|--|
| • Altitude above sea-level:          | 15-25m   |
| • Mean average temperature (winter): | 11 °C (average)                                  |
| • Mean average temperature (summer): | 27 °C (average)                                  |
| • Average humidity:                  | 35 % relative (summer)<br>80 % relative (winter) |
| • Atmosphere:                        | Corrosive  |
| • Wind conditions (typical):         | Up to 80km/h from South-East gusting to 200km/h  |

Contractors are advised to check all installation conditions and positions for themselves, as no claims for extra work incurred due to their lack of doing so, will be accepted.

**13.1.4 Delays due to rain days**

The contractor shall allow for the impact of standard rain days in Cape Town as well as public holidays on a per project basis. Any request for extension of time shall take the standard number of rain days as well as public holidays into account for the period in question and shall be submitted to the Project Manager for review.

**13.1.5 Operations and Maintenance Manuals****13.1.5.1 General**

The manuals shall be complete with a CONTENTS LIST and be bound in suitable hardcover binders.

The "as-built" drawings shall be submitted before or together with the manuals. One printed set and an electronic copy in AutoCAD and/or Microsoft Visio and/or PDF format is required for all the cameras locations as well as all the cable routes, wiring diagrams and network layouts. An electronic copy of the manual shall also be provided. The one printed set and an electronic copy shall be provided to the

Employer, and only an electronic copy to the Engineer.

Approval of drawings and documentation is an approval in principle and in no way absolves the Contractor of his obligations regarding the correctness thereof or of any mishaps resulting from incorrect interpretation of the design, material selection, dimensions on drawings or any other aspect that will influence the efficiency or integrity of the equipment or the installation, fastening down or operating conditions of the equipment.

### 13.1.5.2 Format and contents of manuals

1. One complete set of manuals shall be supplied by the Contractor.
2. Manuals must be compiled in layman's language.
3. At least one month before final claim submission, a draft copy shall be submitted to the Employer and/or Engineer for comments and approval and must be finalized and approved prior to the issuing of the payment certificate of the final claim.
4. The manuals shall give a clear description of the purpose of the installation.
  - (a) A general description of the system.
  - (b) A general description of the control room.
  - (c) Copies of all approved drawings and diagrams.
  - (d) Detailed description of the different components used in the installation.
  - (e) Schedule of equipment, model numbers, serial numbers, IP addresses, optional extras, modifications, electrical power requirements, etc.
  - (f) Tabulated commissioning data of all equipment and the system, indicating- as measured and according to specification –requirements (if any).
  - (g) First line maintenance procedures.
  - (h) Detailed monthly, quarterly, semi annually and annual preventative maintenance procedures.
  - (i) Guide lines for routine-tests to be carried out by the Employer including the periods in which tests are to be undertaken.
  - (j) Detailed instructions for procedures to be followed in the event of equipment failure or malfunction.
5. Manuals shall be bound in a firm hard cover and also be made available in an electronic copy.

The information shall be clear and readable and supplied with an index.

Above-mentioned manuals shall be available at first delivery. Delivery of the installation will not be accepted without the manuals.

6. The manual shall be a detailed technical instruction manual covering system maintenance and repair.

The manual shall be suited to both the instruction and reference use of maintenance staff of technician/client level in the operation, trouble shooting and repair of the system.

The manuals shall be both comprehensive and concise, facilitating easy use by technical staff.

The following is an indication of the format and contents envisaged for the manuals. The layout and contents shall be varied to suit the specific application or installation and shall be subject to the approval of the Employer.

- (a) Contents list per manual.
- (b) General description of the system.
- (c) System functional block diagrams with a detailed description of the operation of each system component.
- (d) Block diagrams and complete specifications of all software.
- (e) Complete set of "as built" drawings.
- (f) Detailed troubleshooting/repair instructions on a system component level.
- (g) Detailed description of equipment, systems operation, procedures, interlocks and alarms.
- (h) Possible emergencies and associated procedures.
- (b) Type, routine and special tests and commissioning certificates (if applicable)
- (c) Detailed maintenance procedures including full assembly and disassembly instructions,

- intervals, materials required, etc.
- (d) Detailed daily, weekly, monthly, 3 monthly, 6 monthly and yearly preventative maintenance instructions and record-report forms.
- (e) Schedule of all equipment including detailed descriptions of settings and modifications with descriptions of the effect of these modifications.
- (f) Commissioning data of all equipment and systems indicating design requirements and actual measured performance.
- (g) List of maintenance personnel with complete addresses and all hour telephone numbers.

### **13.1.6 Training of Operating and Maintenance Staff**

The Employer has contracted out the operation and maintenance of the CCTV system to two different contractors. The operational staff is being sourced from an operator pool that has previous experience in the operation of these types of systems. It is also the operating contractor's responsibility to train their own staff.

The majority of the currently appointed maintenance contractor's staff has been maintaining the system for a number of years and is familiar with the equipment installed as well as what is specified in this document. In the event that additional training for either of the two outsourced contractors or the Employer is required the following shall apply:

Should the Employer deem it necessary, the Contractor shall undertake to train the Employer's operating and maintenance staff to be fully competent in the operation, maintenance, fault finding, replacement and repair of the equipment.

Before or on completion of the installation, when the system is in running order, the Contractor shall instruct operators in the operation of the system until they are fully conversant with the equipment and the handling thereof.

The Contractor shall take full responsibility for the safety of personnel during training and for the quality of work produced by such personnel under his supervision.

**13.1.6.1** Contractors shall allow, in the tender price, for a training course for at least five persons of both the operation and maintenance staff. The training has to be in relation to the operating and maintenance of the system that is supplied under this contract. The price in the pricing schedule will be for a one-hour training session inclusive of all training material, to be increased as required for suitable training to be given. Before the training session starts the Contractor shall submit to the Employer a copy of the proposed training programme and the expected duration of the training.

**13.1.6.2** The operations training course have to contain at least the functions, facilities and operation of the system on the different levels and shall include:

- (1) Description of the system.
- (2) Operating instructions and procedures for all levels of personnel.

**13.1.6.3** The maintenance training course has to contain all normal maintenance procedures and repairs to be done for everyday problems with the system.

**13.1.6.4** The contractor shall keep attendance records of the training sessions and submit copies of the records to the Employer once training has been completed.

**13.1.6.5** All training materials shall first be submitted to the Employer for approval.

An item in the price schedule is allowed for the above training, but the decision lies with the Employer to make use of the allowance.

### **13.1.7 Commissioning**

#### **13.1.7.1 Testing and Commissioning**

The contractor will be required to submit to the Employer the documented procedures prior to commissioning. The procedural process of commissioning must be documented within 21 days of contract award.

The Contractor shall undertake testing and commissioning and, if requested, shall provide all necessary test equipment, recently calibrated by the SANS or other test authority. At least three days prior to the

commissioning inspection with the Employer and/or Engineer, the Contractor shall submit copies of all relevant pre-commissioning checklists to indicate that the pre-commissioning was done successfully and that the site is ready for final inspection for handover.

The Contractor is required to test the functionality of each sub-system to the Engineer's approval and acceptance before proceeding with the overall system functionality.

The Contractor shall perform all necessary tests to confirm the functionality of the system to the Engineer's approval.

Every device on every sub-system shall be tested fully functional from point to point and the Contractor shall produce documentation as evidence thereof. He shall allow further resources to check 5 % of the devices in the presence of the Engineer.

Should the Engineer not be satisfied with the level of skill and quantity of resources provided to undertake the work described above, the Engineer reserves the right to obtain the expertise of a third party to undertake this work and the cost thereof recovered from the Contractor.

#### **13.1.7.2 Software Configuration**

All software, relevant to this tender, shall be installed, fully configured and thoroughly tested by the contractor. All relevant software licenses shall be supplied to the Employer and a complete list of all the licenses, operating software and application software, shall be added into the manuals.

Prior to installation of any equipment in the field, the contractor shall ensure that the equipment is properly configured with the correct network settings and firmware version for operation on the head-end system.

The contractor shall allow sufficient time in the programme prior to the camera go-live date for any fault-finding and remedial work required during systems testing and commissioning. A separate milestone for software configuration shall be clearly defined in the project programme.

#### **13.1.8 Twelve Month Maintenance and Guarantee**

The Contractor shall include in his price for the checking and maintenance of the entire installation during visits at regular intervals for a period ending twelve months after practical completion, and for the replacement of expendable items. The Contractor is to note the "Conditions of Contract" clause referring to this item.

During such visits, the Contractor shall as a minimum:

- Inspect the system according to the Manufacturer's documentation.
- Make good any defects as required in terms of the guarantee given for the plant in terms of the specifications.

Attend to any complaints made by the authorised person mentioned in the foregoing. No other person shall have any right to instruct the Contractor or make any complaint.

The maintenance of the system shall include at least 4 visits per year to all the field sites as well as the control room. This will be over and above any callout in the event of a reported failure of equipment.

During the maintenance period the Contractor shall ensure that all software and firmware updates are performed on the maintained hardware.

#### **13.1.9 Quality Systems**

All materials and equipment shall be standard, regularly manufactured equipment.

System manufacturers shall have implemented a quality system that complies with the ISO9001 model. Factory owned system integrators shall be able to exhibit a commitment to gaining ISO9002 accreditation or shall have an existing accreditation in place.

The contractor shall provide proof of the above upon request.

#### **13.1.10 Standards**

All standards governing the equipment described in this specification shall be adhered to.

These shall include:

- SANS 10142 for all electrical work
- SANS 1200/1400 for all civil work
- ITU G.652 and ITU G.657 spec for all single-mode fibre optic cabling
- ITU G.655 spec for all single-mode fibre optic cabling
- ITU G.651.1 spec for all multimode fibre optic cabling

All equipment supplied shall comply with the following Electromagnetic Compatibility (EMC) standards for Immunity and Emission, including conducted emissions AC mains Class A. Further applicable standards shall include:

- IEC 801-2                      Electrostatic discharge immunity
- IEC 801-3                      Radiated immunity (3V/m)
- IEC 801-4                      Electrical fast transient/burst immunity (500V)
- FCC Part 76                    Up to 450 MHz
- EN 55022 (1987)
- IEC CISPR22 (1993)
- SANS CISPR 11
- SANS CISPR 13
- SANS CISPR 14
- SANS CISPR 22

Wireless Ethernet equipment must support 802.11w standard

#### **13.1.11 Factory Acceptance Test (FAT)**

The contractor may be required to setup a FAT prior to the installation of any equipment. The purpose of this test is to confirm that the interfacing of all the equipment is done properly in a controlled environment before various other factors come into play on site. This test also gives the contractor the chance to iron out any possible installation and setup issues prior to going to site.

Two amounts are allowed for in the pricing schedules for the FAT. One for the contractor for time spent setting up the FAT and the other for the Contractor to perform the FAT as witnessed by the Employer.

The Employer will indicate if a FAT is required for the equipment that will be installed. Should a FAT be required, the FAT procedure shall be documented and presented within 21 days of the notice being issued. The proposed date for the FAT must be submitted to the Employer within a month after the notice was issued and shall be 1 month after all equipment has been received.

#### **13.1.12 Wayleaves**

The contractor shall allow in the pricing schedule for the compilation of all required wayleave applications as a single rate per individual project. The Employer has recently established an internal wayleave application department who will engage with all City departments for wayleave applications, approvals and permits. The contractor shall, per project, submit a document pack for applications to City departments to the Employer's wayleave application department. Details of the application portal and process will be provided by the Employer. The contractor shall furthermore also be responsible for any

required wayleave applications and approvals from other parties.

The compilation of the wayleave document packs and submission to the relevant parties will be the sole responsibility of the contractor or his sub-contractor. The Employer will assist where possible but will not be liable for any delay claims in this regard. The contractor shall submit proof of any additional wayleave application costs to CCT Department(s) and/or 3<sup>rd</sup> parties that have been paid by the contractor with the relevant claim.

### 13.1.13. Hourly labour rates

The technical personnel specified under the hourly labour rate items in Schedule D1 shall meet the following minimum requirements as specified below. The hourly labour rate items indicated in Schedule B1 shall only be used on an ad-hoc basis where there is not sufficient allowance in other relevant items in the schedule. Any proposed inclusion of such hours is to be detailed and motivated to the client and/or engineer for inclusion into the project schedules. Examples of such activities would be additional equipment programming or network configuration specifically requested by the client.

#### 13.1.13.1. Senior Technician

- NQF level 6 or higher
- Advanced CCTV and networking course
- Valid PSiRA registration certificate (copies to be submitted with CV)
- OEM training certified (if applicable) (copies to be submitted with CV)
- Minimum of 3-years relevant experience with similar installations

#### 13.1.13.2. Junior Technician

- NQF level 4 or higher
- Basic CCTV and networking course certificate and Valid PSiRA registration (copies to be submitted with CV)
- Minimum of 1-year relevant experience with similar installations

**Note:** *Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key personnel contain sufficient details of all relevant experience which is easily and clearly ascertainable from the curriculum vitae submitted.*

## 13.2 EQUIPMENT AND MATERIAL SPECIFICATIONS

### 13.2.1 Strategic Surveillance Unit (SSU): CCTV Control Rooms

The control rooms to where the cameras will mostly be transmitted to are located in the Transport Management Centre, Goodwood at the SSU's offices, as well as the SSU control room in the Cape Town CBD. Additional control centres are also currently located in Grassy Park, Steenberg and Ocean View.

Both main control rooms consist of an operational section as well as an equipment room. They have equipment rooms, equipped with raised access floors, air conditioning, uninterruptable power supply units and generator backup.

The main video management system currently installed is Teleste S-VMX and configuration and additions shall be made to this system as indicated on a per project basis. SSU also makes use of various other systems such as Analytics and a small number of stand-alone systems, additions to which shall be specifically requested and specified.

The applicable control room, per project basis, will be identified. It will not be limited to the two main CCTV Centres located within the boundaries of the City of Cape Town.

### 13.2.1 Transport Management Centre (TMC) and SSU (Strategic Surveillance Unit) Control Rooms

The control rooms to where all the cameras will be transmitted are located in the Transport Management Centre, Goodwood at the SSU's offices as well as the SSU control room in the Cape Town CBD.

Both control rooms consist of an operational section as well as an equipment room. Both equipment rooms are equipped with raised access floors, air conditioning and UPS and generator backup.



The main video management system currently installed is Teleste S-VMX and configuration and additions shall be made to this system as indicated on a per project basis. SSU also makes use of various other systems such as Analytics and a small number of stand-alone systems, additions to which shall be specifically requested and specified.

The applicable control room will be identified on a per project basis.

### **13.2.1.1 Video Console**

This tender may call for the supply and installation of one or more complete video console(s) fitted with monitors mounted to the video console frame(s). The console(s) shall have two monitors, laid out next to each other. Each monitor shall be able to display up to 24 video feeds. A spot monitor and the respective keyboard shall also be installed per console on the video console desk surface.

The console will be fitted with one display PC, mounted behind the frame, which will supply the monitors with the video feeds.

The console will consist of a Vario support structure or similar to keep uniformity throughout the control room. If a similar but different frame is offered, it shall first be submitted to the Employer for approval before procurement.

### **13.2.1.2 Equipment Racks**

If required, new equipment racks shall allow the installation of 19" (483mm) wide units. The exact location of the racks will be decided on site. All equipment required shall be mounted into these racks either directly into the 19" punch profiles or onto 19" trays. The depth of the 25U, 42U and 47U racks shall be at least 1000mm.

The equipment rack shall be constructed from galvanised steel components, and shall be epoxy coated with an agreed colour.

The equipment rack shall have vents top and bottom to allow adequate airflow. The chassis design and any equipment shelves shall allow adequate airflow.

Suitable cable management for the type of equipment installed shall provide:

- Strain relief, bend radius control, and cable routing for proper product installation.
- Floor or ceiling distribution cable access.
- Vertical and horizontal U-channel cable troughs for routing of distribution cable.
- Flexible support rings for vertical and horizontal routing of patch cables.

The 42U and 47U racks shall come complete with the following equipment:

- 1 x 20 Amp double pole isolator.
- 1x 10-way PDU including power cable (blue caravan plug to kettle plug, 4m).
- 5 x Brush panel units.
- 10 x Blank panel units.
- 4 Top mounted fans.

The 12U wall mount rack and 25U floor standing rack shall come complete with the following equipment:

- 1 x 20 Amp double pole isolator.
- 5 x 15 Amp dedicated plug sockets.
- 2 x Brush panel units.
- 3 x Blank panel units.

### **13.2.1.3 Control room material**

#### **13.2.1.3.1 Cluster desk and other material**

The contractor may be requested to supply suitable ergonomic control room materials for use by the control room staff. The Employer and/or Engineer will confirm requirements on a per project basis.

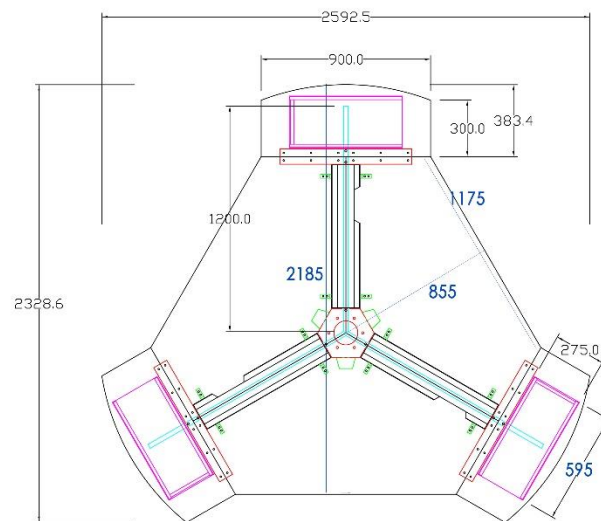
The contractor may be requested to supply and install a 3-way cluster desk in accordance with the

following:

### 3-way cluster desk:

- Core 1200mm Beech laminate
- Double D End Beech laminate
- DH pedestal,
- MDF sprayed
- Shared steel cable tray
- 1 Central pillar support, Black INC
- SCREENS 26mm Alu Frame Desk Based Screen 250H
- Vulcan Fabric 350H
- Frosted Glass (Closed Top) Including 2 x Pin Brackets
- Perforated modesty panel, Black.

### 3 Way cluster desk dimensions and basic layout



#### 13.2.1.2 Recording

Where required, the contractor shall supply, install and configure additional recording and storage capacity to the existing system. The existing system consists of NVR servers complete with RAID storage and is using the Teleste VMX recording software.

The standard recording resolution for the IP cameras under this contract shall be 1920x1080 at 25fps with a bandwidth of between 4Mbps and 20Mbps. The storage allocated will be up to 2TB per camera.

#### 13.2.1.3 Air Conditioning

An air conditioning installation may be required at certain locations. The contractor shall determine the size of the required unit based on the calculated heat loads of the offered equipment and present to the Employer for approval before placing the order.

#### 13.2.1.4 Electrical supply to equipment racks or equipment enclosures

Where required, the contractor shall install a dedicated 20A power circuit to the rack or enclosure from the closest distribution board. The circuit breaker in the distribution board shall be clearly marked. The Employer may instruct the Contractor to install a dedicated 16A panel socket in line with the equipment rack to enable easy connection or disconnection of the (Power Distribution Unit) PDU inside the rack. The requirement will be identified per project.

#### 13.2.1.5 POWER BACKUP SYSTEMS Uninterruptible Power Supply (UPS)

##### Inverters and battery backup systems:

Where required, the Contractor shall procure and install a Pure Sine (only) wave inverter with a rated

capacity dependent on the load that will be provisioned for. The inverter may also be required to have a built-in MPPT solar charge controller in case self-generation is required. In addition to the inverter, the Contractor shall procure and install a suitable lithium-ion phosphate battery pack that will integrate with the selected inverter to provide backup power functionality in case of a power interruption. The Employer and/or Engineer will specify the capacity and backup time requirements, if any, on a per project basis.

In the event that self-generation is required at the location, the Contractor shall be responsible for the registration of the embedded generation equipment with the relevant Department.

#### **13.2.1.6 Indoor Wireless Access Point**

The contractor may be instructed to provide a wireless access point for indoor use to connect mobile devices such as laptops, cell phones and tablets to the network. The contractor shall offer proven wireless Ethernet equipment that complies with the following minimum specifications. The wireless equipment must support 802.11w standard

All radio equipment offered shall be type approved by ICASA. A certified copy of the approval shall be submitted upon request. The radios will be mounted inside an outdoor enclosure, if not manufactured as an outdoor component. The radio and antenna can be separate or combined components.

It shall be noted that the network configuration of the system is critical and the services of a recognized expert in the field of data networking shall be employed to do the necessary network setup. Should the contractor not have such expertise in-house, this service shall be outsourced.

#### **13.2.2 Mounting Bracket**

The PTZ Dome camera shall be mounted on a purpose made stainless steel or off-the-shelf bracket fixed to the mast or building and shall be approved by the engineer. Where required, fixed cameras may be required to be mounted to camera masts with purpose made mounting brackets to be approved by the engineer prior to manufacture.

All custom brackets shall be of 316 stainless steel construction.

The contractor shall submit shop drawings for all custom made as well as off-the-shelf brackets to the engineer for approval prior to placing the order.

#### **13.2.3 Camera Mast and fence Installation**

The contractor shall supply and install camera masts as described below.

Where applicable, the camera shall be mounted on the mast and the related equipment shall be mounted in an enclosure that shall either be mounted onto a wall of a building, next to the mast on the ground, on the mast itself or contained in a suitable space within the mast. The exact position of the masts shall be determined prior to installation.

It shall be the duty of the Contractor to survey the site in detail and to plan installation of the new masts in such a way that disruption to normal traffic and movement is kept to a minimum. All safety precautions shall be duly taken and the proposed method and schedule of work submitted to the Engineer and relevant SSU personnel well in advance. Other civil work requirements shall be as per the specification set out later in this section.

Where required, the design and installation shall include the construction of an appropriate concrete foundation for each mast length and for the different site conditions, installation of sleeves and the electrical earthing of the masts. The following are standard mast types:

<b>Mast Type</b>	<b>Material</b>	<b>Height above ground</b>
<b>A</b>	Concrete	7m
<b>B</b>	Concrete	9m
<b>C</b>	Steel	12m
<b>D</b>	Steel	15m
<b>E</b>	3-sided steel lattice	15m
<b>F</b>	100mm x 100mm galvanised	4m

	pole	
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### Design Parameters

The masts shall be designed by the mast manufacturer/supplier according to the SABS Code of Practice for the Design and Construction of Lighting Masts (SABS 0225 – 1991). The design parameters are as follows.

Description	Requirement
Design wind speed	40ms <sup>-1</sup>
Terrain category	2
Altitude	10-200m ASL
Maximum deflection at wind speed	25mm
Exposed area for deflection	500mm <sup>2</sup>

The masts shall be designed to meet the design parameters when fully equipped with cameras, cables, safety ladder, etc.

The mast manufacturer shall also be responsible for the design and specification of the foundations for all the different mast lengths used, and the design shall be altered to accommodate the specific site conditions. The bolt cage to be cast into the foundation shall be supplied by the mast supplier.

Full manufacturing shop drawings shall be submitted for scrutiny, prior to manufacture.

### Construction Details

Concrete masts shall be manufactured in a single section and shall have a conical or tapered shape. Masts shall be manufactured for planting directly into the ground. The mast shall be hollow throughout, and shall have one access opening of approximately 350 x 20 mm at 500mm above ground level. The access cover shall be secured with stainless steel tamperproof captive screws, and shall have a rubber or silicone gasket for waterproofing. The access openings shall be suitably reinforced.

The steel masts shall be manufactured from high tensile steel, and shall be hot dip galvanised. The mast may be manufactured in a single section or in a number of sections that can be assembled by sections fitting into one another or bolting sections together, while complying to the wind loading specifications. The mast shall have a steel base plate for bolting onto the concrete foundation.

The masts shall have two access openings, one at 500mm above ground level measuring 300mm x 400mm, and the other one at 400mm below the top of the mast measuring 200mm x 300mm. The opening shall have a lip of at least 10mm all the way around and shall have a rubber or silicone gasket to ensure adequate waterproofing. The access covers shall be secured with grade 8.8 cadmium bolts. The mast shall also have at least four access points at a height specified by the Employer to enable the mounting of static cameras to the side of the mast with the cables to the cameras neatly routed through the centre of the mast and through sprague to the camera. The access points shall be 25mm holes drilled into the side of the mast prior to galvanising. The holes shall be closed off if not used and if used the cable entry shall be done with a suitable PVC gland.

Both access covers shall be fixed to the mast on one side with suitable hinges. The access openings shall be suitably reinforced.

The steel mast top shall be fully closed and thoroughly weatherproofed, and shall be equipped with a lightning protection spike. Two ø63x3mm, 500mm long spigots shall be allowed at the top of the mast to allow for the mounting of camera lollipops. Where a spigot is not used, a suitable covering cap will be provided that can be tightened into place to prevent water ingress into the mast. Two flange plates of 250x140mm each shall be fixed to the mast below the top with entry holes into the mast for camera mountings.

A removable stainless steel cable shall be installed inside the mast for supporting the camera cables. The cable shall be attached onto a lug at the top and bottom of the mast, within reach of the access openings. The camera cables shall be strapped onto the steel cable in such a way that there is no vertical tension on the camera connections.

The contractor shall be responsible for the adequate electrical earthing of the masts to protect the camera

equipment from damage due to lightning strikes.

Two round mounting flanges for the mounting of equipment enclosures shall be fixed to the mast in a back-to-back fashion that will allow the equipment enclosures to be mounted at a height of 5000mm above ground level. The mounting flanges shall have entry holes into the mast for cable routing. Where flanges are not used for equipment closures, suitable cover plates shall be provided and fixed into place to prevent water ingress into the mast. As an alternative to the above, the mast may be constructed without the mounting flanges for equipment enclosures and provide secure space within the mast for the installation of cabling and equipment at a height of 5000mm above ground level. The mounting boards for the installation of cabling and equipment shall be easily removable to ensure ease of access for technicians. The internal kiosk shall allow for a minimum of two equipment mounting boards, one at the back of the kiosk and one on the right-hand side of the kiosk. The internal kiosk shall be equipped with a removable gland plate at the bottom for cabling access and shall have sufficient ventilation holes at the top to avoid heat build-up within the kiosk. The kiosk shall also be equipped with a top cover to channel any moisture from condensation away from the top of the kiosk and down the sides of the mast. The client and/or engineer shall specify on a per project basis whether the poles to be supplied shall have external mounting flanges or internal equipment spaces.

The mast may have to be equipped with a ring of anti-theft intruder spikes located at 4000mm above ground level. The Employer and/or Engineer will confirm the requirement on a per project basis. Refer to relevant drawing for a typical mast design..

The steel lattice mast shall be manufactured from high tensile steel and shall be hot dip galvanised. The mast shall be of triangular shape and shall be manufactured in 3m long sections that are bolted together to achieve the 15m requirement. Each side of the triangle shall be 1200mm in length and the bottom section shall have suitable mounting flanges for bolting onto the concrete foundations. The concrete foundations shall include 50mm sleeves for cable access into the legs of the mast. One  $\phi 63 \times 3$ mm, 500mm long spigot shall be allowed at the top of the mast to allow for the mounting of a camera lollipop.

The lattice mast shall be equipped with a ladder on the inside of the triangle and shall provide a mounting point for the equipment enclosure within the triangle of the top section of the mast. The technician shall be able to easily gain access to the equipment enclosure from the ladder. The lattice mast shall be equipped with a lightning protection spike that is suitably earthed and shall provide fastening points for stay wires on the three main axis should it be required to provide additional stays to the mast.

The lattice mast shall be equipped with a ring of anti-theft and anti-climbing spikes located at 4000mm above ground level as well as a lockable hatch at the same level within the triangle to prevent unauthorized climbing of the ladder. The hatch shall be fitted to the mast with hinges on one side and shall hang downward when in the open position to allow easy climbing of the ladder.

### **Cat ladder**

The steel masts shall be equipped with a cat ladder to provide access to the top of the mast. The cat ladder shall be without a cage or handrails to minimize the visual impact, and shall be installed from above the equipment enclosure mounting flanges only. Access to the cat ladder shall be by means cherry picker.

Allowance shall be made along the length of the ladder for the attending technician to hook a safety harness onto, with supports every 1000mm. A safety hook must be provided at the top of the mast where the harness can be clipped onto when working at the top.

### **Assembly and Erection**

Concrete masts shall be planted directly into the ground, and the contractor shall ensure that the base and backfill material is of such a nature that the mast will not sag or tilt over time. Planting depth shall be a minimum of 1.8 m, but may be deeper to ensure that the camera will be positioned at the specified height above ground level. The masts shall be installed with the access opening facing away from the street.

Steel masts shall be assembled on site if in sections, and shall be erected and bolted onto a concrete foundation. The mast shall be installed in such a way that the access openings and cat ladder face away from the street. Once vertically aligned and secured the concrete foundation is to be shuttered and filled with concrete to meet the level of the mast base to prevent vandalism and theft by boring into the mast from beneath. Care must be taken, by either grouting or shuttering the void between the mast and the foundation before performing this task, so as not to fill the access duct into the mast with concrete in the

process.

The Contractor shall be responsible for all excavations, backfilling and the construction of foundations including the installation of all sleeves. Special precautions must be taken to ensure that the zinc galvanizing of the mast is not damaged during the transport or installation.

#### **Security fence around camera mast**

The contractor may be required to supply and install a security fence around the camera mast to prevent unauthorized access to the camera mast and equipment. The fence shall be made of welded mesh type panels with small apertures preventing climbing and cutting of the fence. The fence posts shall be vandal-resistant to prevent easy removal of the panels and the fixing mechanisms shall be of stainless steel tamper proof shear-off nuts. The fence posts shall be encased in concrete to ensure a high-security installation.

Each side of the security fence shall be 3m in length and the panels shall be 2400mm in height with a strip of security spikes at the top to prevent climbing over.

### **13.2.4 Electrical Supplies**

#### **13.2.4.1 Standards**

All installations shall comply with the SANS 10142 (as amended) standard. A copy of the certificate of compliance shall be included in the manuals for each supply point.

#### **13.2.4.2 Earthing**

Supply and install earthing to the entire electrical system installed under this contract according to SANS 10142 (as amended). Each steel mast shall be equipped with 3 x 1500mm earth spikes, or a sufficient quantity to ensure a max. earth resistance measurement of 10 ohm, common bonded with 70mm<sup>2</sup> Cu cable. The earth resistance shall be checked and verified subsequent to the installation.

The mast, if steel, and kiosk shall be commonly bonded to the earth spike installation, as well as the earth of the mains supply feeding the mast-based equipment.

#### **13.2.4.3 Mains Supplies**

All mains supply to masts shall be in the form of a standard, metered single phase feed from a convenient supply point in the closest available position. The exact details are not known at this point and allowance shall be made in the price schedules for the installation and commissioning of the following:

- A length of specified PVC SWA cable, with terminations at both ends.
- The submission of a Certificate of Compliance in terms of SANS 10142, for the installation.

The Contractor shall employ the services of a registered Electrical Contractor to undertake these installations. Exact distances and other details, shall be finalised prior to the installation and shall be re-measured into the Bill of Quantities.

#### **13.2.4.4 Applications for connections**

All applications for electrical connections under this contract are the sole responsibility of the contractor or his sub-contractor. The Employer will assist where possible but would not be liable for any delay claims in this regard. Proof of all application fees paid must be submitted with the monthly claims.

### **13.2.5 Equipment Enclosure**

Where specified, the field equipment and relevant power supplies shall be mounted in a high impact resistant, non-corrosive enclosure, suitable for outdoor use. The enclosure must be an approved colour and be equipped with a lockable door. The enclosure shall be manufactured from 316 stainless steel or better with a minimum material thickness of 1.6mm. The enclosure must be properly sealed against dust and moisture and have at least an IP55 rating.

All cables entering the enclosure shall be glanded off onto a gland plate in the cabinet floor. The contractor shall ensure that the enclosure is sufficiently designed, so that no overheating of equipment will occur

inside the cabinet. In the event of the equipment operating at excessive temperatures for long periods of time, the contractor shall submit possible solutions to prevent the overheating of the equipment. The solution shall be submitted to the engineer for approval and will be for the account of the contractor.

The kiosk shall be of double skin construction with an air gap of at least 20mm between the skins, and shall have an access door on the one side only. The door shall be locked with a pad-lockable swivel unit with two steel rods penetrating into the doorframe at the top and bottom. The padlock shall be housed in a recess in the door, and shall be covered by a vandal proof steel plate fixed with stainless steel tamperproof fixing screws. The screws shall be of the T30 type to conform to previous installations. All screws and bolts installed at the equipment enclosure shall be of stainless steel type.

The enclosure shall be fitted with a removable wooden backboard to which all the equipment and trunking shall be mounted. The installed equipment shall include circuit breakers, surge arrestors and a single socket outlet for temporary connecting of external equipment.

Ventilation shall be top and bottom natural ventilation. The free airflow shall be achieved by providing slotted openings in the base and along the side panels of the enclosure. The ventilation openings shall be vermin proof. Two of the side ventilation slots shall have matching holes through the inside skin of the enclosure for possible future mounting of extractor fans. The holes shall be covered by a suitable cover plate.

Typical enclosure examples are given in the drawings section. Sizes indicated on the drawings shall be used as guides only. Shop drawings of the proposed kiosk layout shall be submitted to the Employer for scrutiny prior to manufacture. The contractor shall keep the enclosure as small as possible to house all the required equipment and still provide sufficient airflow to prevent overheating of the equipment.

Where specified, the contractor may be required to supply and install a smaller equipment enclosure to house a lesser amount of equipment. The smaller enclosure shall be specified by the Employer to be of single-skinned 316 stainless steel or Sheet Moulding Compound (SMC)/polycarbonate type. The enclosure shall be fitted with a removable wooden backboard to which all the equipment and trunking shall be mounted. The installed equipment shall include circuit breakers, surge arrestors and a single socket outlet for temporary connecting of external equipment. The enclosure shall also be capable of being locked with a padlock-type lock to prevent unauthorized access into the enclosure.

Where it is required that a steel mast shall be equipped with an internal kiosk, the enclosure shall be fitted with removable wooden panels to which all the equipment and trunking shall be mounted. The installed equipment shall include circuit breakers, surge arrestors and a single socket outlet for temporary connecting of external equipment.

#### **13.2.5.1 Building Mount Enclosures**

A location may require that the kiosk and camera be mounted onto a building. The contractor shall allow for all required conduit or trunking to ensure a professional installation. The dimensions of the enclosure shall allow for the easy installation of all the required equipment with adequate ventilation around the various items as well as easy access to all items.

#### **13.2.5.2 Pole/mast Mount Enclosures**

A location may require that the kiosk and camera be mounted onto the camera pole/mast. The contractor shall allow for all required conduit or trunking to ensure a professional installation. The dimensions of the enclosure shall allow for the easy installation of all the required equipment with adequate ventilation around the various items as well as easy access to all items.

#### **13.2.5.3 Floor Standing Enclosures**

The locations where it is possible or allowed the kiosk will be mounted on a plinth in close proximity to the camera mast. The contractor shall allow for all required ducting between the kiosk and mast. The dimensions of the enclosure shall allow for the easy installation of all the required equipment with adequate ventilation around the various items as well as easy access to all items.

The floor mounted kiosk shall have a 316 or better stainless steel base of approximately 300mm high, and shall be bolted onto a concrete plinth. The concrete plinth shall be designed and constructed by the contractor, and shall have a minimum of 2x110mm sleeves installed for cable access.

### **13.2.6 Fibre Optic Cable and Ducts**

#### **13.2.6.1 General**

Any fibre optic related work will be defined on a per project basis by the Employer and may include both single-mode and multimode fibre optic connectivity.

The contractor shall install all specified manholes, managed dome joints, mini- and micro ducts, backbone and last mile single-mode and multimode fibre and all related termination equipment. The contractor shall allow for all patch panels, mid couplers and patch leads for all equipment at all the locations as well as the control rooms and switching centres where applicable. The type and manufacturer of the above mentioned items will be as per the Employers instructions. If alternatives are offered it will be submitted for approval and firmed up during the installation.

Should the contractor not have the in-house expertise to install fibre cable, the services of a specialist in this field shall be employed.

The contractor and the subcontractors shall, at all times during manufacturing, transportation, installation, splicing and all other operations, observe the physical and mechanical characteristics, limitations and tolerances of the cable. The contractor shall thus ensure that the mechanical, optical and transmission characteristics of the cable and the fibres have not deteriorated during these operations.

The contractor shall adapt his installation methods to the properties of the cable, and shall observe a minimum permissible bending radius under tension, of 20 times the outer diameter of the cable.

The applied tensile force shall under no circumstances exceed the tensile strength of the cable offered, and shall be documented for every phase of the installation.

Installation methods shall minimise losses due to macro- and micro-bending.

All materials used shall be protected against corrosion and shall be resistant to UV radiation.

#### **13.2.6.2 Underground Installation**

The compressed air method shall normally be used to install the cable in the duct, unless the contractor has indicated the use of other methods in this offer. The correct equipment (blow head, etc.) shall be used throughout.

The general requirements specified earlier shall be observed and documented during the installation of the cable, and the contractor shall ensure that the length and tensile force of the operation are monitored and registered.

Cable lengths that are too long, and that are to be installed in one operation, shall be installed by using the back feed technique – i.e. which is starting from the middle of the cable and installing towards both sides.

Where the cable cannot be blown in, cable friction during installation shall be reduced through using lubricants approved by the cable manufacturer.

All pulling and floating data registered during installation shall form part of the cable acceptance procedures.

Joints are not encouraged due to bad floating pulling practices, and shall be avoided. Joints and tap-offs shall normally be made at the camera positions or as per the employer's plan / instructions. Should an underground joint be unavoidable, provision shall be made for a manhole as specified to house the joint.

Where more than one optical fibre cable is placed in the same run or at the same joining or termination box, a brightly coloured marker shall preferably be used to clearly tag or label each cable and joint to identify the cable or route.

#### **13.2.6.3 Splicing and Termination**



**Splicing colour configurations.**

Colour codes for splicing as per employer's project plan or specifications.

**Splicing Technique**

All splicing techniques to be used shall incorporate automatic core alignment by using local light injection and/or detection or the profile alignment system.

**Splice and Termination Enclosures**

All enclosures to be used as prescribed by employer's project plan or specifications.

Splices and terminations shall be protected by re-enterable closures, preferably of a universal type, for duct and aerial application.

The enclosure shall be capable of housing a special splice holder for optical fibres - i.e. optical pack/light guide organiser - together with a spare length for every fibre. It shall include components for clamping of the cable and strength member to provide stress relief. The strength member shall not interfere with the fibre during splicing or organising of the fibre.

The enclosure shall be water and moisture tight without the use of an additional filling component, and shall provide protection against mechanical impact.

**Pigtails and Connectors**

Pigtails shall be installed at each fibre end. Pigtails shall have a LC/APC connector spliced to one end for single-mode fibre and a LC connector spliced to one end for multimode fibre, and shall be suitable for fusion splicing onto the fibres of the cable. Should different connector types be required, it will be specified by the Employer and/or Engineer per individual project.

**13.2.6.4 Optical, Transmission and Material Properties****Standards**

All single-mode optical fibre cable shall comply with requirements of this specification and generally meet latest relevant ITU recommendations and reports and in particular shall comply with Recommendations ITU-T G.652, ITU-T G.657 and/or ITU-T G.655. All multimode optical fibre shall comply with Recommendation ITU-T G.651.1. The requirements of IEC Standards 793-2 and 794-1 shall also apply. The more stringent of these recommendations shall always apply.

**Operating Wavelength**

The fibre offered shall be optimised for operation at wavelengths in the 1550nm region, but shall also be capable of use at wavelengths in the 1310nm region. The contractor shall therefore submit full details of the expected performance of the fibres at these wavelengths.

**Mode Field Diameter**

The nominal value of the mode field diameter for G.652 single-mode fibre at 1310nm shall lie in the range of 8.6 to 9.5µm with a tolerance of 0.6µm, measured in accordance with ITU-T G.652 Section 13.1. The nominal value of the mode field diameter for G.657 single-mode fibre at 1310nm shall lie in the range of 8.6 to 9.2µm with a tolerance of 0.4µm, measured in accordance with ITU-T G.657 Section 8. The nominal value of the mode field diameter for G.655 single-mode fibre at 1550nm shall lie in the range of 8 to 11µm with a tolerance of 0.7µm, measured in accordance with ITU-T G.655 Section 13.1.

**Cladding Diameter**

The nominal value of the cladding diameter for single-mode fibre, when measured in accordance with ITU-T G.652 section 13.2, ITU-T G.657 section 8 and ITU-T G.655 section 13.2 shall be 125µm with a tolerance of 1µm. The nominal value of the cladding diameter for multimode fibre, when measured in accordance with ITU-T G.651.1 section 13.1 shall be 125µm with a tolerance of 2µm.

**Core Diameter**

The nominal value of the core diameter for multimode fibre when measured in accordance with ITU-T G.651.1 section 13.2 shall be 50µm with a tolerance of 3µm.

**Attenuation**

The attenuation for G.652 single-mode fibre shall be measured using the cutback method specified in ITU-T Recommendation G.652 Section I.1, and for G.657 single-mode fibre as per ITU-T G.657 section 8.. The attenuation for multimode fibre shall be measured using the cutback method specified in ITU-T G.651.1 Section 6.1.

The average attenuation for single-mode fibre at the 1550nm wavelength region shall be less than 0.3 dB/km over any section of the route.

The average attenuation at the 1300nm wavelength region shall be less than 0.4 dB/km over any section of the route for single-mode fibre and less than 1 dB/km for multimode fibre.

The attenuation for G.655 single-mode fibre shall be measured using the cutback method specified in ITU-T Recommendation G.655 Section I.1.

The average attenuation for G.655 single-mode fibre at the 1550nm wavelength region shall be less than 0.3 dB/km over any section of the route.

The average attenuation for multimode fibre at the 850nm wavelength shall be less than 3.5 dB/km for any section of the route.

**Material Properties of the Fibre****Fibre Material**

The fibre shall be made from high-grade silica, compound silica glasses or equivalent material.

**Primary Coating**

The primary coating shall be made from UV curable acrylate, UV curable urethane, epoxy acrylate or equivalent material. Contractors shall provide full details regarding the fibres offered.

Removal of the primary coating for jointing shall preferably be achieved without the use of chemicals. A single mechanical operation shall be sufficient to prepare the fibre for jointing.

The method used for removing the coating shall be specified by the manufacturer.

Individual fibres shall be coated with UV stabilised material and be colour coded.

The bundle is again coded with UV resistant acrylate material.

The fibre unit shall be water resistant and exhibit a change of not more than 0.07 dB/km at 1550nm after water immersion of 1000 hrs at 23°C.

**Mechanical Properties**

Fibre optic cable shall comply with IEC 793 and 794, for tensile strength, impact compression and bending requirements.

Any other fibre optic cable complying with the specifications as set out will also be acceptable upon approval from the engineer.

**13.2.6.5 Installation Tests**

Each section of fibre optic cable shall be OTDR tested and certified after installation.

The tests for each fibre in each section shall include:

- Attenuation in the 850nm, 1310nm and 1550nm windows where applicable.
- Chromatic dispersion in the 850nm, 1310nm and 1550nm windows where applicable.
- Cut-off wavelength.

The contractor shall provide all test equipment and include all test results in the final manuals.

#### **13.2.6.6 Mini-duct and manholes for fibre backbone**

The contractor shall install specified mini and /or micro (multi ducts) direct install (in ducts, ie 50mm or 110mm) or direct buried ducts where required. Should a draw rope be present in the pipe the contractor shall install a new draw rope along with the mini- and/or micro-duct to enable future installation of more ducts into the pipe.

All 7 way ducts to be YELLOW sheath ducts (unless otherwise specified) with employer prescribed / required coloured tubes

The contractor shall also be responsible for the installation of all required manholes to access and terminate the ducts along the route. A detail of a typical manhole is provided in the drawing section of this document. Refer to 13.3.26 for more detail. The contractor shall submit detailed information of the manholes that is offered. Changes could be required at some locations and the manholes then to be constructed as per the employer's detail plan.

The mini (multi) duct shall be of high density Polyethylene construction for direct burial and shall have colour coded inner tubes.

#### **13.2.6.7 Mini-duct between manhole and kiosk**

The contractor shall supply and install the required duct to connect the closed fibre manhole to the kiosk of the camera location either in a building or to the floor standing kiosk. These ducts shall be installed in one complete run without any joints and shall be securely terminated in the kiosk. In the case of a building a suitable building-entry unit shall be used. The type of duct to be installed will be specified on a per project basis.

The mini (multi) duct shall be of high density Polyethylene construction for direct burial and shall have colour coded inner tubes.

#### **13.2.6.8 Backbone fibre**

The details and requirements of any backbone fibre required will be defined by the Employer on a per project basis.

#### **13.2.6.9 Access fibre**

The details and requirements of any access fibre required will be defined by the Employer on a per project basis.

#### **13.2.6.10 Fibre Patch leads**

##### **13.2.6.10.1 Field patch leads**

All patch leads used in the field kiosks shall be of ruggedized duplex type with connector types to be confirmed by the Employer and/or Engineer. The required lengths and patch lead type (single- or multimode) shall be determined on-site.

##### **13.2.6.10.2 Control room/equipment room patch leads**

All patch leads used in the control room/equipment room environment shall be of duplex type with connector types to be confirmed by the Employer and/or Engineer. The required lengths and patch lead type (single- or multimode) shall be determined on-site.

#### **13.2.7 Cabling**

All copper-based signal connectors shall employ gold plated mating surfaces.

The following specific cables are required:

### 13.2.7.1 Ethernet Cable

For the IP network, a four pair twisted, 23 AWG, solid-copper CAT6A UTP cable shall be required with the following minimum specifications:

- Characteristic impedance –  $100\Omega \pm 15\%$  at 10MHz
- Attenuation – 20dB maximum per 35m at 10MHz
- Worst pair near end cross-talk (NEXT) – 27.9dB minimum at 100MHz

All CAT6 fly leads and patch leads shall of the moulded connector type and all pre-tested.

Where Ethernet cabling is done inside a building, CAT6 cabling shall be installed using a structured cabling solution. All cabling shall be terminated on suitable patch panels in network cabinets identified by the Employer and on suitable surface mount connectors at the device termination ends. All cabling installations shall be tested after installation and copies of the test results shall be submitted to the Employer for review and included in the as-built documentation.

### 13.2.7.2 Digital I/O Cable

All fields wiring to I/O shall be carried out as part of this subcontract in overall shielded single or multi-pair twisted 600V grade wiring or in PVC/Cu wiring of 600V grade as appropriate.

### 13.2.8. Wireless last mile equipment

The tender shall make provision for last mile wireless Ethernet links in the event that it is not financially viable or possible within the time frame of this contract to supply a camera location with a fibre optic link. The contractor shall offer proven wireless Ethernet equipment that complies with the following minimum specifications.

All radio equipment offered shall be type approved by ICASA. The wireless equipment must support 802.11w standard. A certified copy of the approval shall be submitted upon request. The radios will be mounted inside an outdoor enclosure, if not manufactured as an outdoor component. The radio and antenna can be separate or combined components, otherwise the outdoor wireless equipment must be must be Rated IP65 or higher.

It shall be noted that the network configuration of the system is critical and the services of a recognized expert in the field of data networking shall be employed to do the necessary network setup. Should the contractor not have such expertise in-house, this service shall be outsourced.

#### Broadband/internet connectivity

The usage of a broadband device (i.e. LTE Router/Modem etc) will be required for CCTV/LPR installations when no existing Wireless/Wired/Fibre backbone is available. This will be done in exceptional circumstances and prior approval will be required. The CCT will manage the sim card and data requirement either on its own procured APN or as otherwise instructed.

## 13.3. CIVIL WORKS

The tender allows for the civil works from the closest fibre manhole to the camera location's mast or building or floor mounted kiosk. These civil works may also include the electrical supply connection work required to get power to each camera location.

The work required for the fibre connection may include the excavation, installation of mini- or micro-duct, backfilling, compaction and reinstatement of existing surfaces from the closest located fibre manhole to the mast or building or floor mounted kiosk.

The work required for the electrical connection may include the excavation, installation of cable, backfilling, compaction and reinstatement of existing surfaces from the closest located electrical connection to the mast or building or floor mounted kiosk.

The final position of the masts shall be determined on-site per project by the Employer. Care shall be taken that all excavation work, backfilling, compaction and reinstatement of existing surfaces be done in accordance with the approval and concurrence of the Roads Dept. of the Council. No claims will be sustained to lack of co-ordination in this regard. The responsibility for approval, scheduling and general arrangement for these works shall form part of the Contractor's duties.

The following standard specifications as revised and amended at the date of tender shall inter alias form part of the contract document.

SANS 1200	A	General
	C	Site Clearance
	D	Earthworks (General)
	DB	Earthworks (Pipe Trenches)
	DM	Earthworks (Roads, Sub-grade)
	LB	Bedding (Pipes)
	LC	Ducts
	ME	Sub-base
	MF	Base
	MH	Asphalt Base and Surfacing

The standard specifications are not issued with this document but are available at the contractor's expense.

The project specification covers variations to the Standardised SANS 1200.

Clauses are lettered using alphabetical identification of the applicable Standardised Specification.

### **13.3.1 General Description of the Work**

The works will be executed in mainly the Cape Metropole area and will include the following activities:

- Excavation and backfilling of pipe trenches, typically 300mm wide x 600mm deep to be measured on a cubic meter basis.
- Supply and laying of UPVC ducts and electrical cabling.
- Construction of manholes and draw pits.
- Reinstatement of sidewalks and pathways where crossings or longitudinal installation have taken place.
- Traffic accommodation.

### **13.3.2 Description of Site and Access**

The sites are situated in the Cape Metropole area. Access to the sites is from the existing roads.

### **13.3.3 Liaison with Statutory Bodies**

The contractor must comply with all requirements of the City of Cape Town as well as any other authorities including but not restricted to the Industrial Council for the Building Industry, PGWC and any other government departments or parastatals concerned with this contract in respect of sanitation, wages, local regulations and any other statute applicable to the contract.

### **13.3.4 Nature of Ground and Subsoil Conditions**

Construction takes place in a built up area. Most of the areas are covered by some form of paving or tar covering. The trench widths have been restricted to minimum widths and depths to minimise damage to the covering.

The groundwater table is not expected to play a role.

### **13.3.5 Details of the Contract**

#### **• Setting out of the Works**

The engineer will assist the contractor in the identification of beacons and benchmarks necessary for the

initial setting out of the works.

It is the contractor's responsibility to ensure that these beacons and benchmarks are not removed or damaged. Replacement of beacons and benchmarks, which have been moved or damaged, will be at the contractor's expense.

- **Tests and Samples**

The Employer may request a commercial laboratory to do check testing of the compaction of the various materials. The cost of failed tests will be for the contractor's account and will be deducted from monthly payment certificates. It is the contractor's responsibility to test prior to requesting approval of compaction in order to ensure that the required compaction has been achieved. The costs of successful tests initiated by the Employer will be covered under the project expenditure

- **Measurement of Quantities**

Final measurement of quantities for trench excavations will be based on existing finished surfaces.

In the event of the contractor disputing the information provided, he must advise the engineer, in writing, of the exact circumstances with the supporting documentation, certified by a registered surveyor. This must be done before any earthwork operations have commenced.

### 13.3.6 Site Facilities Available

- **Services Available**

The contractor must make all arrangements with the relevant authorities and pay all costs involved in the provision of temporary services.

### 13.3.7 Site Facilities Required

The contractor is required to submit a detailed drawing to the engineer showing the proposed position of site offices, stores and fencing for approval before commencing establishment.

- **Location of the Contractor's Camp (If Required)**

The location of the contractor's camp, including the material storage areas, will be subject to the engineer's approval. The camp must be properly fenced with a minimum 5-strand 1.5m high construction. The contractor must allow for this temporary fencing under the item Establishment of Facilities on the Site in the schedule of quantities.

- **Store Room**

The contractor must provide a storeroom where articles of value can be stored under lock and key.

Cement must be stored in a separate room with a raised floor constructed with heavy planks supported on bricks. This storeroom must be completely damp-proof and well ventilated.

### 13.3.8 Standardisation Mark

All pipes, fittings and materials used in the works must bear the official standardisation mark of the SANS where applicable.

### 13.3.9 Protection of Existing Services

The contractor must obtain wayleaves for the site from the relevant service authorities. Existing underground services must be located with a cable detector in the case of electric cables, or by trenching.

Such operations must be completed well in advance of construction. Items have been billed for cover of these operations.

Any damage caused to existing services once identified as existing, must be repaired at the contractor's cost. Such repairs must be executed in terms of the requirements and standards of SANS 1200.

Any costs to the employer arising from the non-compliance with this requirement will be assessed by the engineer and deducted from the payment certificate.

#### **13.3.10 Traffic Accommodation**

The contractor shall be responsible for the safe and easy accommodation of all traffic and the maintenance of the vehicular and pedestrian access to private property for the duration of the contract and at any time when work is undertaken during the maintenance period.

The contractor shall provide and erect all necessary barricades, barriers, signs, signals, lights, etc. with posts as necessary, which shall be maintained in good condition and he shall provide a sufficient number of watchmen and flagmen where required as well as taking all necessary precautions for the protection of the work and for the safety of the public.

Any damage to services or property arising from the construction or operation of temporary road deviations will be for the contractor's own account. All deviations are to be maintained in a condition satisfactory to the engineer who shall require the contractor to undertake repairs when necessary.

#### **13.3.11 As-Built Plans**

The contractor is responsible for accurately recording as-built information and supplying this to the engineer on completion of the contract.

The engineer shall perform such checks, as deemed necessary to reasonably infer that the information provided, is acceptable. Payment of the final payment certificate and issuing of the certificate of completion will be withheld until the engineer has accepted the as-built plans.

#### **13.3.12 Survey Work**

Setting out of the works is covered under general section added to all items.

The contractor may be required to establish certain road reserve boundaries to excavate the duct trench.

#### **13.3.13 Disposal of Surplus Material**

All surplus or unsuitable material from the works must be spoiled off site at locations determined by the contractor.

Measurement and payment will be in m<sup>3</sup> suitably measured in the tight from typical cross sections of the trenches. The rate must include for loading, carting and spoiling. No overhaul will be paid.

#### **13.3.14 Areas Subject to Traffic Loads**

All trenches within the road reserve are designated as areas subject to traffic loads.

#### **13.3.15 Side Allowance**

Trench excavation will be measured per lineal m and for different depth categories.

For subsurface drains, trench widths for geotextile, stone and backfilling, will be 400mm. This dimension will be used in calculation of quantities for payment.

#### **13.3.16 Backfill Materials**

No organic material will be allowed.

#### **13.3.17 Dealing with Traffic**

The contractor must plan and execute the works so that a free flowing stream of traffic, in both directions, is maintained at all times. Barricades, signs and flagmen must be provided in accordance with sub clause 13.1.1.1 of SANS 1200-D and the requirements of the South African Traffic Signs Manual.

#### **13.3.18 Reinstatement of Road Surfaces**

After crossing existing surfaced roads, the pavement layers must be reinstated using the original materials or, where shortages occur, by importing materials of similar quality. The reinstatement is measured in m<sup>2</sup> once only for the crossing.

Allowance must be made in the rate for any shoring as well as operations stated in sub clause 8.4.6.1 of SANS 1200 DB.

#### **13.3.19 Excavation in Restricted Places**

In order to minimise damage to vegetation, material arising from trench excavations must carefully be placed on plastic sheeting rolled out on either side of the trenches. Selection of material for backfilling must be done and the unsuitable fraction spoiled off site. Suitable additional granular material must be imported to make up shortages. Separate pay items have been included for these operations.

#### **13.3.20 Bedding**

uPVC ducts must be regarded as rigid for bedding purposes and must be laid on class C bedding unless otherwise instructed by the engineer.

#### **13.3.21 Compaction**

Bedding must be compacted to at least 95 % of the modified AASHTO density.

#### **13.3.22 Selected Granular Material**

Material shall not be used for bedding if:

- any particle is retained on a 37.5mm sieve, or
- more than 90 % by mass of the sample is retained on a 2 mm sieve, or
- the P1 is greater than 2, or
- the compatibility factor is greater than 0.4.

#### **13.3.23 Selected Fill Material**

Selected fill material for the fill blanket shall have a P1 not exceeding 6, be free of vegetation, shall not have a particle size retained on a 37,5 mm sieve and must be compacted to 95 % of the modified AASHTO density (100 % for sand).

#### **13.3.24 Ducts**

Ducts must generally be 110 mm diameter, black in colour, manufactured of uPVC. They must be corrugated on the outside and have a smooth bore.

A draw rope shall be inserted in each duct. Ducts must be cleared of all sand, debris and other obstructions and the ends must be sealed with suitable stoppers.

#### **13.3.25 Pipe Crossings**

Where pipes cross with a vertical height difference of less than 150 mm, a block of soft material (polystyrene or similar) must be placed between them and the backfill material well compacted to ensure that the pipes do not sag.

The contractor will be held responsible for any damage to pipes resulting from the construction of pipe crossings.

#### **13.3.26 Manholes**

Manholes and draw boxes must be constructed strictly to the details provided. Manholes will generally be constructed in non-trafficked areas and the covers must be flush with the ground surface.

##### **13.3.26.1 Brick-built Manholes**

A Brick-built Manhole (BBM) is a manhole constructed (by hand) primarily from Bricks, Mortar and Cement. It is more durable than prefabricated designs and is the preferred type when installing a manhole



in a location that experiences a high volume of traffic, i.e. roads.

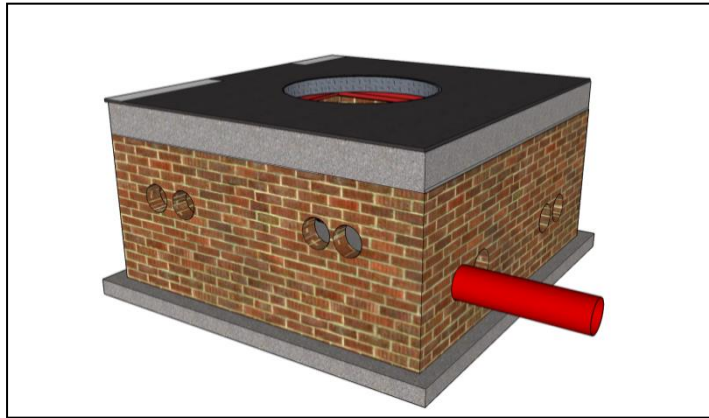


Fig. 1 Brick-built manhole

Generally, conditions on site will dictate the size and type of manhole required and what is most suitable – depending on the service requirements. The Engineer or Fibre Planner will dictate which type of manhole is constructed in each case.

#### 13.3.26.1.1 Design

To ensure Public and Traffic Safety on sidewalks, roads, pavements, etc. – it is essential that an even, level, non-protruding, ground-level Manhole cover is fitted. This is to minimise any possible risk to the damage and injury of vehicles, pedestrians, path or road users and the public in general. The manhole frame and cover shall be at the same level as the surrounding area. The sizes mentioned below are the **interior** measurements from inner-wall to inner-wall as well as the floor to the surface.

There are three basic volume sizes listed in the points below. Should any difficulty encountered prevent the actual measurements from being achieved, the Route Supervisor is to be consulted.

- 800mm -the minimum **internal** distance between the walls is to be 800mm and the depth of the hole should not be less than 800mm from the **top of the base to the underside of the manhole coping / roof of the manhole**. This results in internal dimensions of 800mmx800mmx800mm
- 1200mm -the minimum **internal** distance between the walls is to be 1200mm and the depth of the hole should not be less than 1200mm from the **top of the base to the underside of the manhole coping / roof of the manhole**. This results in internal dimensions of 1200mmx1200mmx1200mm. The overall volume must not be less than 1.728m<sup>3</sup>. If it is unavoidable that one of the dimensions must be decreased, the other dimensions must be increased to maintain the volume at 1.728m<sup>3</sup>. No dimensions may be smaller than 800mm. All deviations from the norm must be approved in writing by the Engineer or Fibre Planner and an instruction issued accordingly.
- 1500mm -the minimum **internal** distance between the walls is to be 1500mm and the depth of the hole should not be less than 1500mm from the **top of the base to the underside of the manhole coping / roof of the manhole**. This results in internal dimensions of 1500mmx1500mmx1500mm. The overall volume must not be less than 3.375m<sup>3</sup>. If it is unavoidable that one of the dimensions must be decreased, the other dimensions must be increased to maintain the volume at 3.375m<sup>3</sup>. No dimensions may be smaller than 800mm. All deviations from the norm must be approved in writing by the Engineer or Fibre Planner and an instruction issued accordingly.

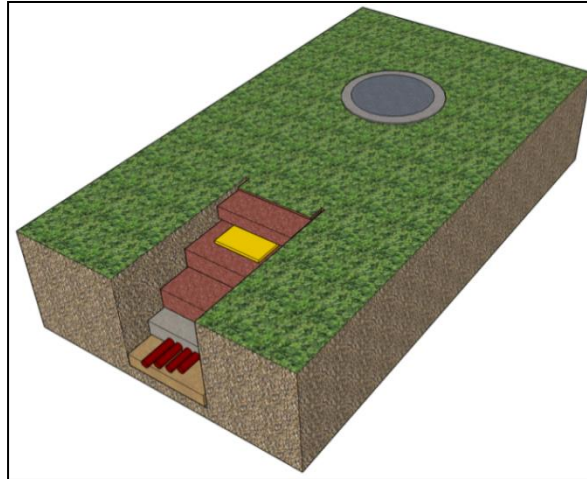
#### 13.3.26.1.2 Slopes

In an area comprising of a non-level terrain, the gradient or contour above ~16° (as per National Building Regulations in relation to walkways) of the ground may obstruct the regular design of a manhole. In this instance, a retaining wall / structural supporting fortification must be erected (site specific). The structure shall be non-slip and visible at ground level to aid in public safety. The National Building Regulations calls for

- The retaining wall shall be constructed for manholes installed on sloping areas
- The retaining wall shall have a double-brick-layer with semi-face clay bricks
- Loffelstein blocks shall be used. This is site specific and to be determined by the Engineer or Route Supervisor.

#### 13.3.26.1.3 Manhole Alignment

Manholes shall be aligned with the Trench direction and routes. Manhole coping will also be installed with the sides parallel to kerbs, road endings, fence lines, etc. (not misaligned).



**Fig. 3 OSP Route cut-through**

#### **13.3.26.1.4 Bricks**

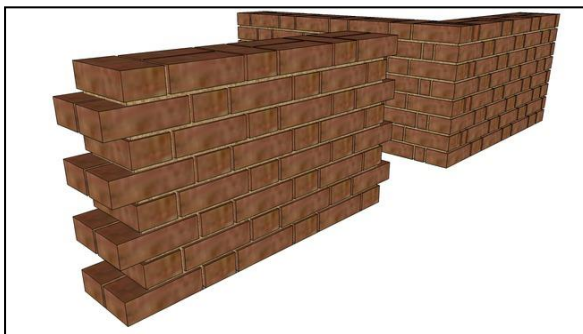
Burnt clay engineering (NFX) standard bricks must be used. To construct manholes, the following shall apply:

- The wall thickness shall be double brick (unless otherwise specified) and according to masonry standards with bagging finish inside.

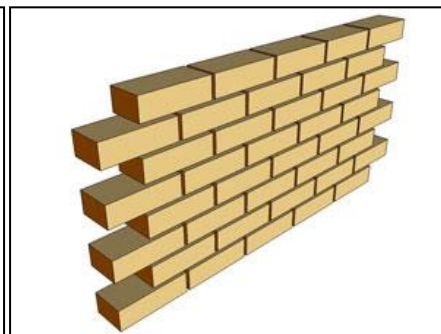
#### **13.3.26.1.5 Brick Alignment**

The CCT shall utilise either the Stretcher bond or the Flemish bond brick alignment. This will be determined by the Engineer or Route Supervisor on site.

In this document, illustrations shall revert to the Stretcher bond alignment as it is the default industry standard.



**Fig. 4 Flemish Bond Alignment**



**Fig. 5 Stretcher Bond Alignment**

At no point shall Stack bond be accepted (see Fig.6 below).

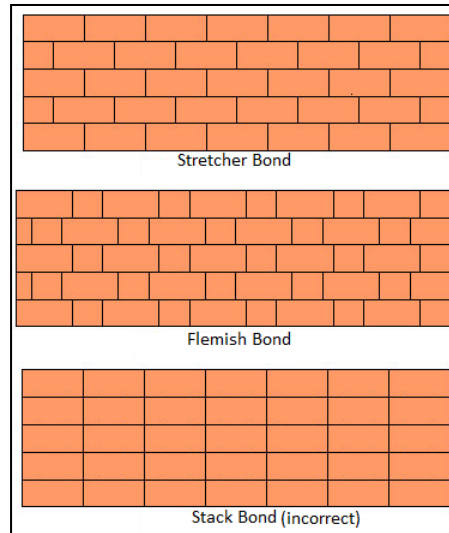


Fig. 6 Bond Alignments

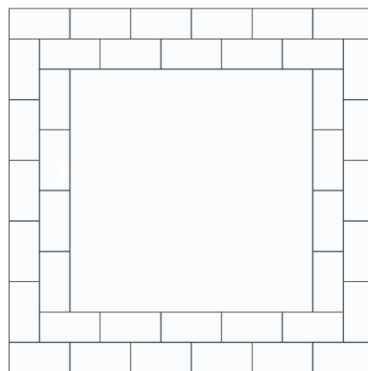


Fig. 7 Stretcher Brick Alignment

**All Stretcher bond walls shall employ brick-force wiring.**

#### 13.3.26.1.6 Brick-force

- Every third layer of placed bricks shall have a 150mm brick force steel wired grid
- The brick force shall be made of galvanised steel
- The steel wire grid shall be placed within the cement between bricks (see Fig. 8)

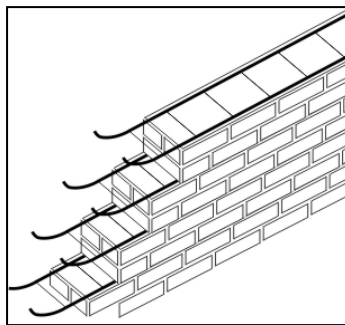


Fig. 8 Brick-Force installation per wall

#### 13.3.26.1.7 Cement/Concrete

- All cement must be in accordance with the specifications and standards of SABS 196-21 and SANS 50196-21 and shall at all times be subject to the approval of the Employer
- Concrete strength shall be at least 30Mpa.

#### 13.3.26.1.8 Sleeve Entries

All BBMs must be constructed with sleeve entries (stubs) according to the following minimum specification:

- All BBMs shall have a minimum of 2 x 110mm sleeve entry points on all 4 sides and must be cemented inside and outside, around the sleeve
- The bottom of each sleeve entry point shall be 100mm above the manhole base (staggered layout)
- Sleeves are to be inserted at the side of the manhole wall face, NOT in the middle. The first sleeve must be installed 100mm from the side of the next (parallel) wall, and the following a maximum of 50mm further in. In an 800mm manhole the first sleeve is to be 50mm from the side walls. The Engineer or Fibre Planner will dictate *on* the plan which side must be used (i.e. 100mm from the East or West wall, in the case of a North or South entry).
- Unused sleeve entries shall be sealed with 110mm end caps or foam sealed
- Sleeves shall be High-Density Polyethylene (HDPE) sleeves with couplings (including rubbers/O-rings) between links
- Sleeves shall be of 110 mm outer diameter
- Sleeves must be cut back to a min. of 50 mm from the wall (i.e. ducts must “stick out” into the manhole by 50mm, and not be cut flush with the wall)
- Where applicable, draw-wires to be replaced by 7mm ski-rope.

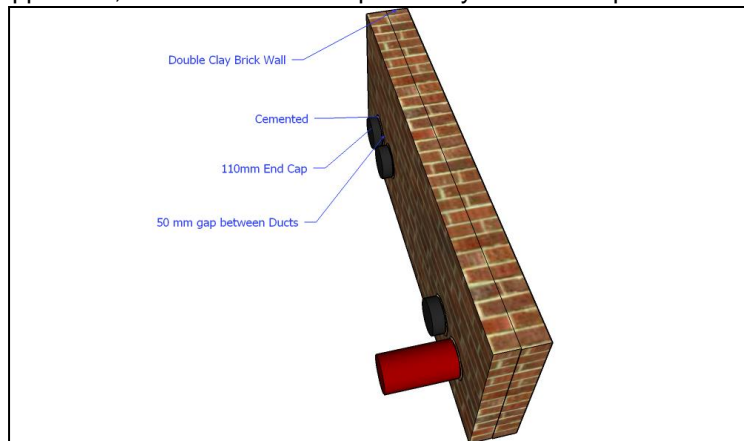


Fig. 9 Duct Entries

#### 13.3.26.1.9 Copings

Manholes either have a prefabricated concrete coping, or a coping that is cast offsite, as specified by the Engineer or Fibre Planner.

The following rules apply when casting a coping:

- The coping must be cast together with the roof (slab) to ensure there are no weak points between the coping and roof. The frame of the manhole must also be cast into the concrete coping and it must have a 45 degree angle edge.
- The frame will either be a polymer-concrete frame (2A) or a ductile iron frame (D400), as specified by the Fibre Planner
- Concrete must slope to the outside to prevent undercutting from water (site-specific, determined by the Route Supervisor)
- The coping outer edges is to be chamfered – to trim sharp edges, as per Route Supervisor
- From coping parameter edge to frame: (300mm -Polymer or 150mm – Ductile Iron)
- The coping must be at least 100mm to 150mm thick concrete at 30MPa
- Wood-float finish to prevent slipping
- When the manhole is built on a pavement with brick surfacing, a  $\pm 80$  mm gap must be left on the coping, the coping must be 80mm below the top of the frame, brick re-installment to be done to the outer edge of the frame opening.
- When the manhole is built in a road or pavement with tar surfacing, a  $\pm 30$  mm gap must be left on the coping if it is on the pavement and a  $\pm 75$ mm gap must be left when in the roadway to allow tar reinstatement to be done
- When there is a fall in the ground level to one side the manhole frame must be adjusted to the grading of the ground.
- Where there is paving or tar it needs to go to the edge of the frame.
- 



Fig. 10 Cast coping for tar surface

Fig. 11 Cast coping for brick surface

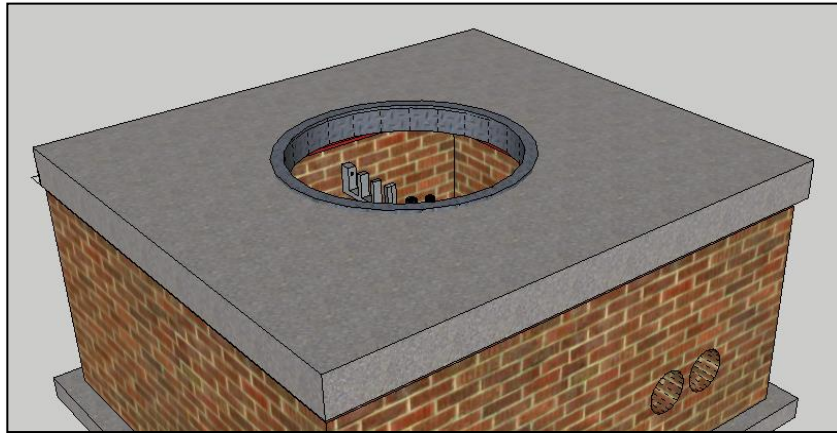
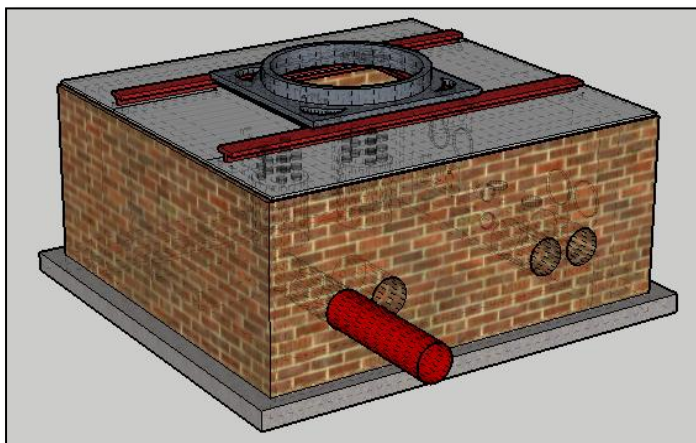
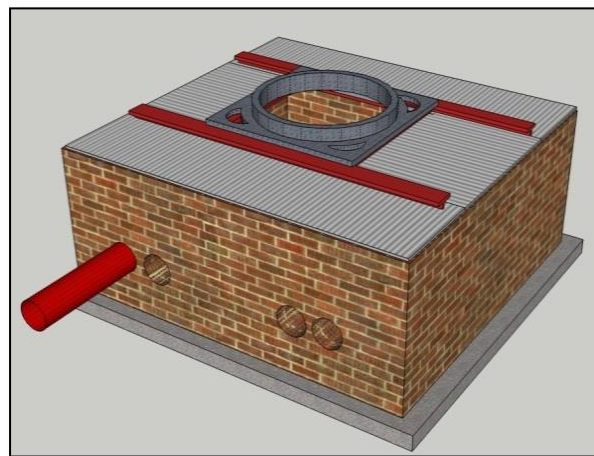


Fig. 12 Cast coping (brick surface)

#### 13.3.26.1.10 Roof Corrugated Iron Sheets

0.5mm Grade-A SANS approved corrugated iron sheets must be used for the roof (Fig. 13). The sheets must be cut to fit around the I-beams – as displayed in the illustrations below. Sheet sizes are to be determined by the Engineer or Route Supervisor.



Figs. 13 Roof Corrugated Iron Sheets



### 13.3.26.1.11 I-Beams

I-beams shall be mounted as support structures for the manhole frame and cover

- I-beams shall offer maximum support and will not obstruct the manhole cover or opening circumference
- I-beam dimensions shall be 100 x 55mm with a wall thickness of  $\pm 5$ mm
- I-beams shall be strong enough to tolerate weights of 13 tons for manholes on pavements, and 40 tons in driveways and roads (this includes the rooftop weight)

Where a frame can't fit on walls, the frame must be supported with I-beams. The following should be used:

- Pedestrian areas: 100 x 55 x 6 mm
- Vehicular areas: 140 x 70 x 6 mm
- All I-Beams and angle iron must be hot-dipped-galvanised/Red Oxide Paint

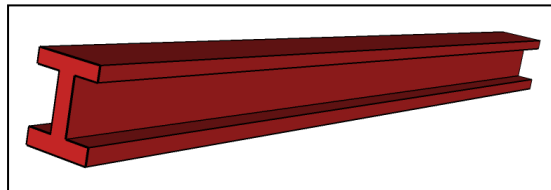


Fig. 14 The I-Beams and corrugated iron roof sheets

### 13.3.26.1.12 Angle iron

Angle irons (40mm X 40mm) to be used on all brick-built manholes

- 4 X 10mm X 200mm round bars, bent in a V shape must be welded to the frame, to secure the frame to the I-Beams
- 670mm angle irons must be installed between the I-Beams to support the corrugated iron sheets

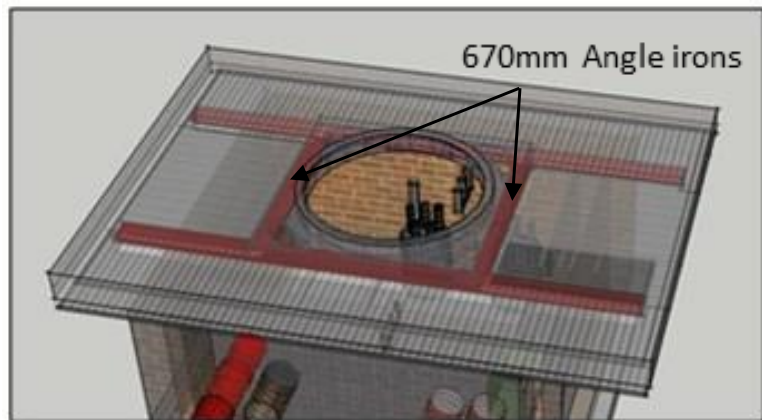


Fig. 15 Angle-irons used to attach the frame to the I-Beam

### 13.3.26.1.13 Construction of New Roof

Fit cover and frame as per the following specifications where applicable:

- In-situ and precast roofs
- Fix to existing coping structures using chemical anchors
- Drill 14 mm hole min. 100 mm into existing concrete slab
- Use 12 mm threaded rod (150mm) cut at an angle (insertion point)
- Use chemical anchor to fix rod permanently into the concrete structure. Fig. 16
- Min. 2 on opposite side of the frame, with flat washer and nuts
- Damage thread to prevent the removal of nut after installation
- Welded support on I-beams / other steel fixtures

- Treat all welded areas, to prevent oxidation. See Fig: 17



Fig. 16 Attaching the frame



Fig. 17 Welding the frame in place

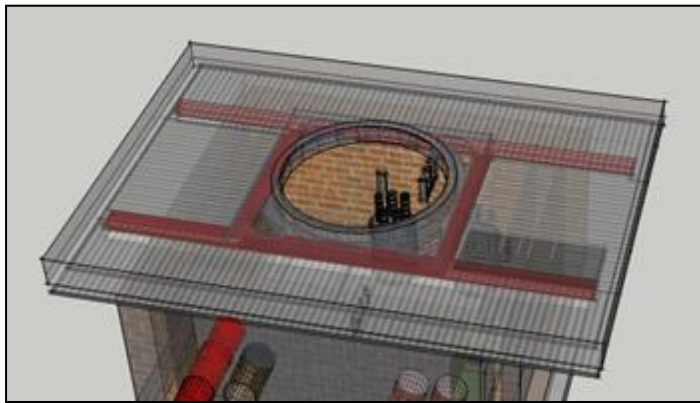


Fig. 18 The frame attached to the I beams

#### 13.3.26.1.14 Brick Walls

- All walls shall be constructed of solid baked clay bricks (see 7.1.5)
- Mortar mixtures shall follow the 1 Workman's Wheelbarrow (WW) Cement + 3 WW of sand ratio.
- Bedding and vertical joints shall be 10-15mm thick
- Inner dimensions shall comply with section 7.1.2 of this document
- See 7.1.9 for information concerning Sleeve Entries
- There will be no cavity (space) between walls
- Wall to be constructed using double a brick wall (Fig. 19)

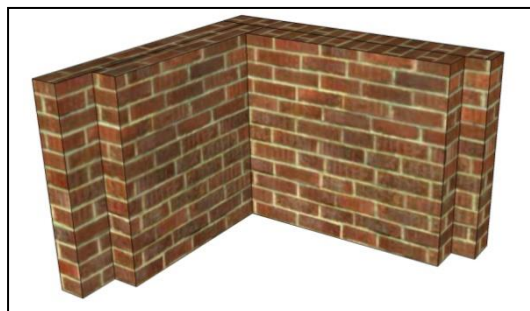


Fig. 19 Double wall construction

#### 13.3.26.1.15 Floor (Base)

- Floor dimensions shall be in accordance with the dimensions specified in 7.1.2
- Floor thickness must be 150mm for manholes up to 1100mm deep and 200mm to manholes 1500mm deep
- The floor base shall be level

- Concrete shall be 30MPa strength.

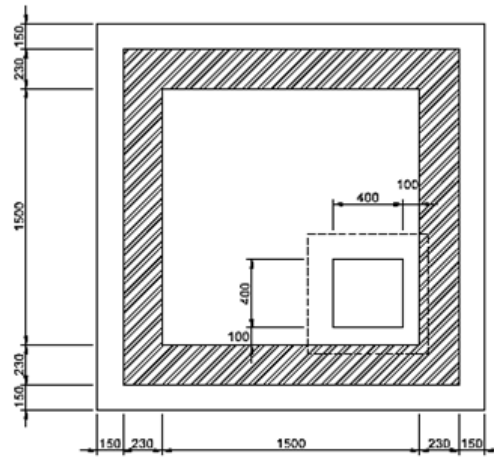


Fig. 20 1500mm Manhole Dimensions (Bergstan)

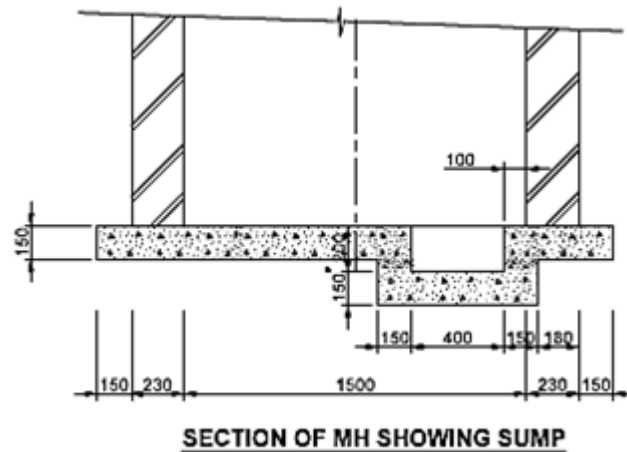


Fig. 20.1 1500mm Manhole Dimensions (Bergstan)

#### 13.3.26.1.16 Top Surface / Finishing

- Any completed manhole shall have the top / re-instated surface flushed and levelled with the surrounding road/pavement
- A corrugated sheet cut out made to cover the manhole shall be placed for Mortar fill (Ductile only)
- 8mm wire mesh shall be placed 50mm above the corrugated sheet in between the mortar to reinforce its structure when required



- The wire mesh shall be trimmed to the size of the coping and to the manhole cover opening (with a 50mm clearance).

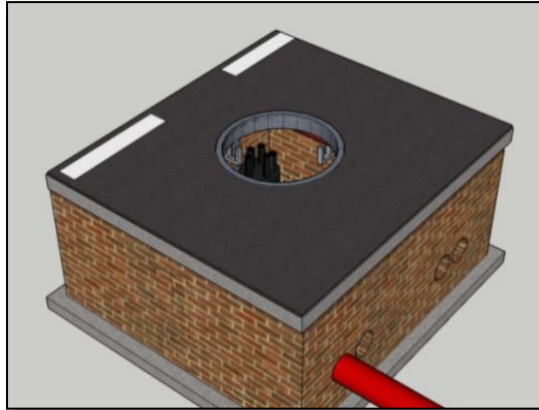


Fig. 21 Top surface

#### 13.3.26.1.17 Backfilling

- Backfill is the material installed above the compacted floor and between the brick walls and excavated earth to complete the refilling of the hole. The backfill should not in any way **damage** the ducts fitted to the manhole from the trench
- Backfill material shall consist of imported soil only. The contractor may use soil that has been excavated from the trench / manhole for backfilling; however, any rocks, debris, organic material and objects are to be removed
- Backfilling shall be compacted after every 100mm layer.

#### 13.3.26.1.18 Manhole completion

- All manholes are to be cleared of concrete and rubble after the completion of work
- All duct and cable labels to be turned face-up
- All fibre to be correctly managed on slack brackets
- All new manholes covers shall have manhole numbers stencilled with 50mm Helix Stencil with the appropriate manhole number as allocated by Employer
- Manhole number to be painted on the cover with road marking paint (polymer = black paint and Ductile = white paint)
- Manhole number to be painted on I-Beam with black road-marking paint
- All 110mm sleeves must be cut 50mm from the wall (i.e. the ducts stick out into the manhole by 50mm)
- Slack brackets must be installed on all the walls of the manhole 150mm from the bottom of the coping.

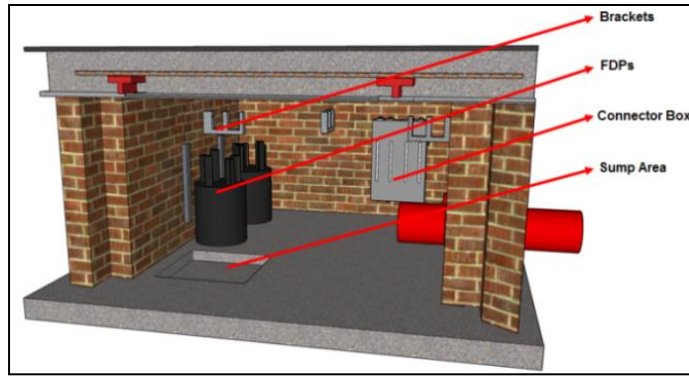


Fig. 22 Cross-sectional view of completed BB Manhole

- All slack brackets must be installed in the middle of each manhole face
- All beam filling must be done correctly:
  - Against the wall between the wall and the corrugated sheets
  - Between the I-Beams and the corrugated iron sheets



Fig. 23 Brackets and duct spacing (example)



Fig. 24 Correct installation of tube slack



Fig. 25 Manhole number painted on cover



Fig. 26 Manhole number painted on I-beam

### 13.3.26.1.19 Brackets

The manhole shall be equipped with brackets for storing cable slack:

- The Cable Storage shall be hot dipped galvanised
- Brackets to be fixed with galvanised screws (75mm Coach screws)
- Brackets to be evenly spaced to prevent/avoid unnecessary tension or sharp bends on optic fibre cables (see Fig. 24)
- Only hot dipped galvanised slack brackets to be used.

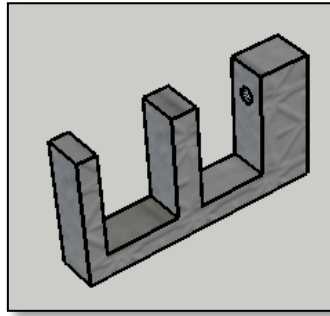


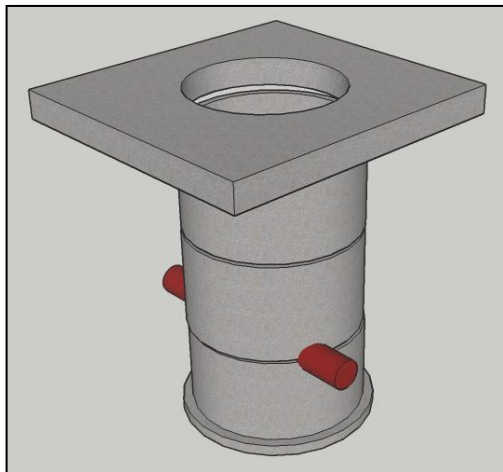
Fig. 27 The cable slack bracket

#### 13.3.26.1.20 Steps – Step irons (When required)

- Any manhole deeper than 800mm shall be equipped with steps
- Steps shall be placed at intervals of 300mm
- CCT Roads and Storm water, Sanitation, etc. – utilise the standard cast-iron, plastic coated step-iron. This product shall be used.

#### 13.3.26.2 PREFABRICATED GRC MANHOLE

All prefabricated manholes shall be cylindrical. Except in exceptional circumstances, both brick-built and prefabricated manholes shall adhere to the same installation specification. The Prefabricated manhole



shall not be used within high traffic roads used by heavy vehicles.

Fig. 32 The GRC manhole

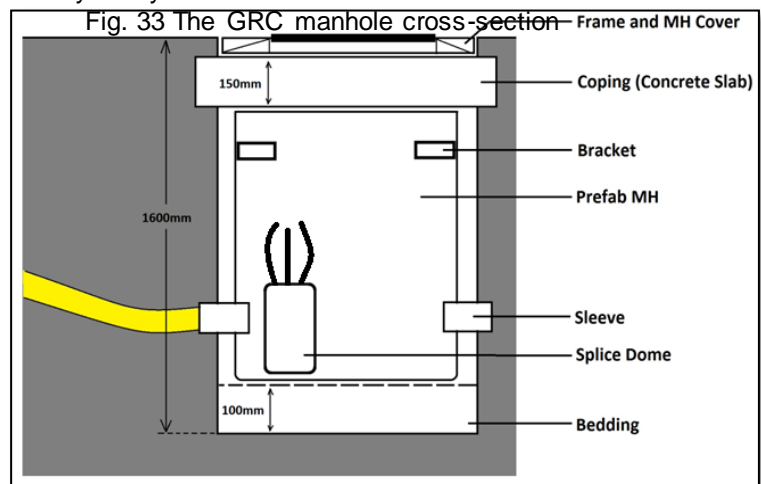


Fig. 33 The GRC manhole cross-section

#### 13.3.26.2.1 Dimensions

- Two sizes of prefabricated manholes will be used.

- 800mm – inside diameter of manhole
- 1200mm – inside diameter of manhole

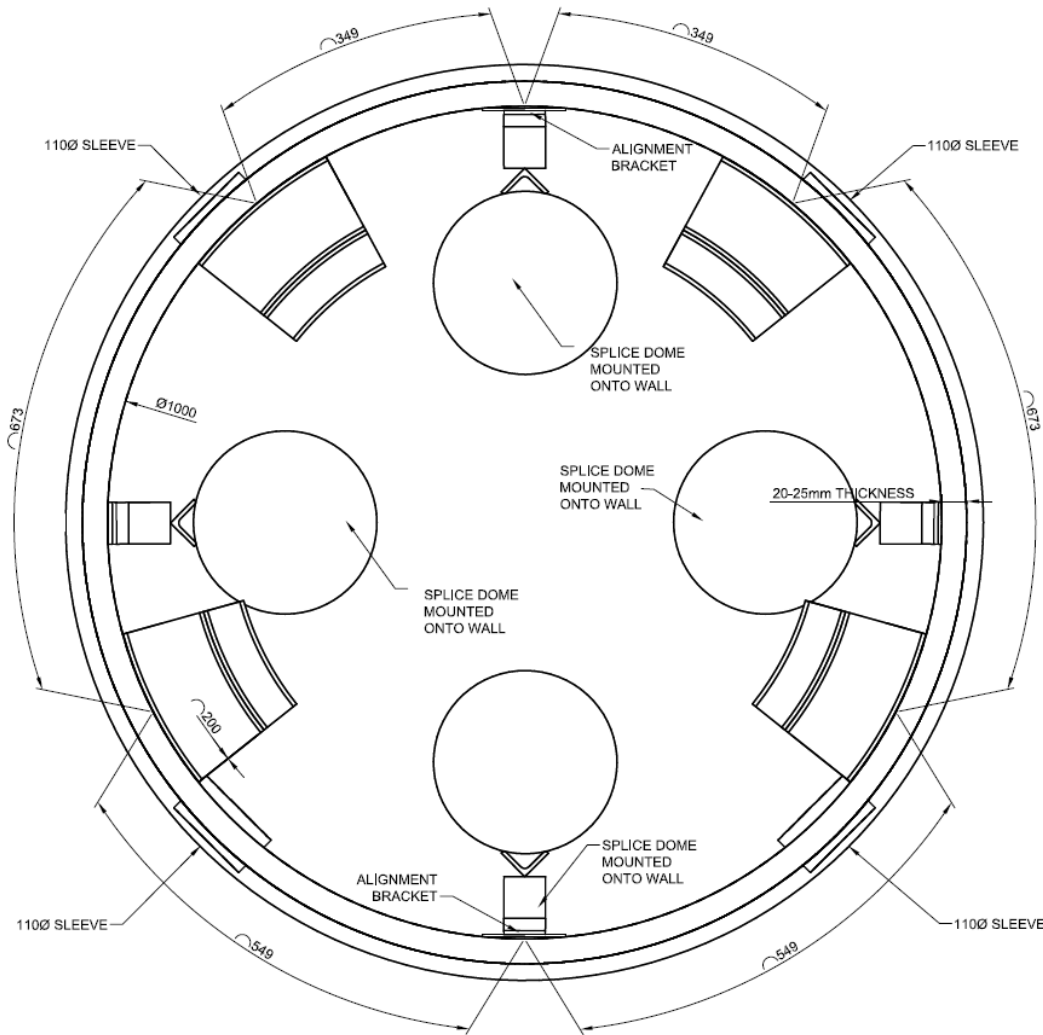


Fig. 34 GRC Manhole dimensions

#### 13.3.26.2.2 Installation Depth (1200mm manhole)

Excavate for the Manhole depth of:	
Frame & Cover	145mm or
Coping	150mm
Prefab Manhole	1200mm
Bedding	100mm

#### 13.3.26.2.3 Preferred Installation Method

Regardless of the size of the prefab MH, the below shall apply:

- The Manhole shall be excavated to a depth of 1500mm to allow for the access of compaction equipment, as well as 100mm Bedding
- Over –excavate the sides to allow for compaction equipment, allowing for sufficient space for compacting
- The base of the excavation shall be a level, compacted surface
- Place the Prefab manhole carefully into the excavation ensuring flush and proper seating before backfilling
- Ensure that the Prefab manhole duct entry holes align with trench/duct direction
- Once the manhole has been positioned correctly, insert the ducting from the trenches
- Carefully seal the ducts to the entry points to prevent moisture from entering the MH
- Unused Duct entries shall be sealed off with Duct caps (on the outside)
- Once the ducts have been inserted and entry points sealed, proceed with backfilling in 300mm layers and in high risk areas G5 backfilling to be used.

- Compacted backfilling is to be at least as strong as the surrounding virgin soil
- Backfilling shall be to the top of the manhole rendering the manhole completely concealed

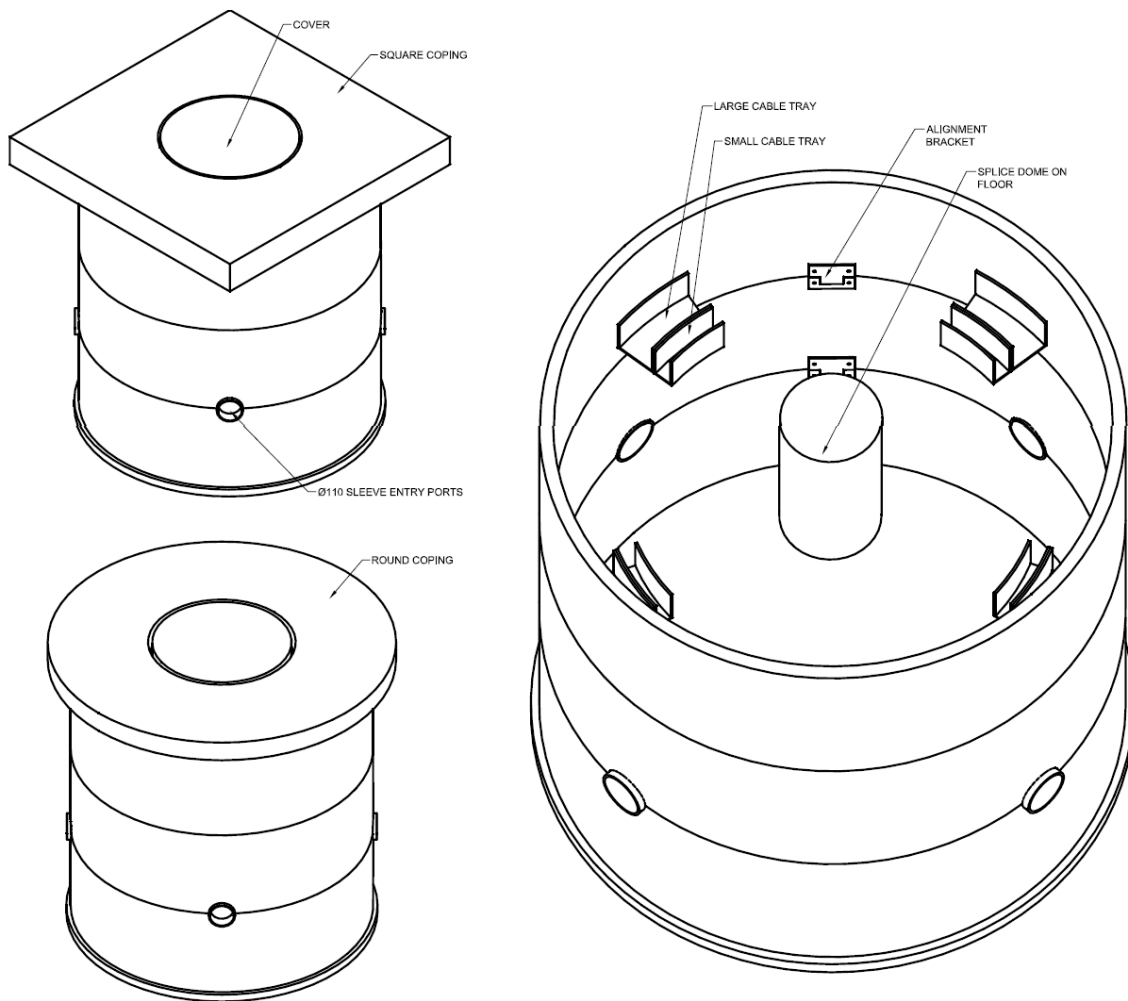
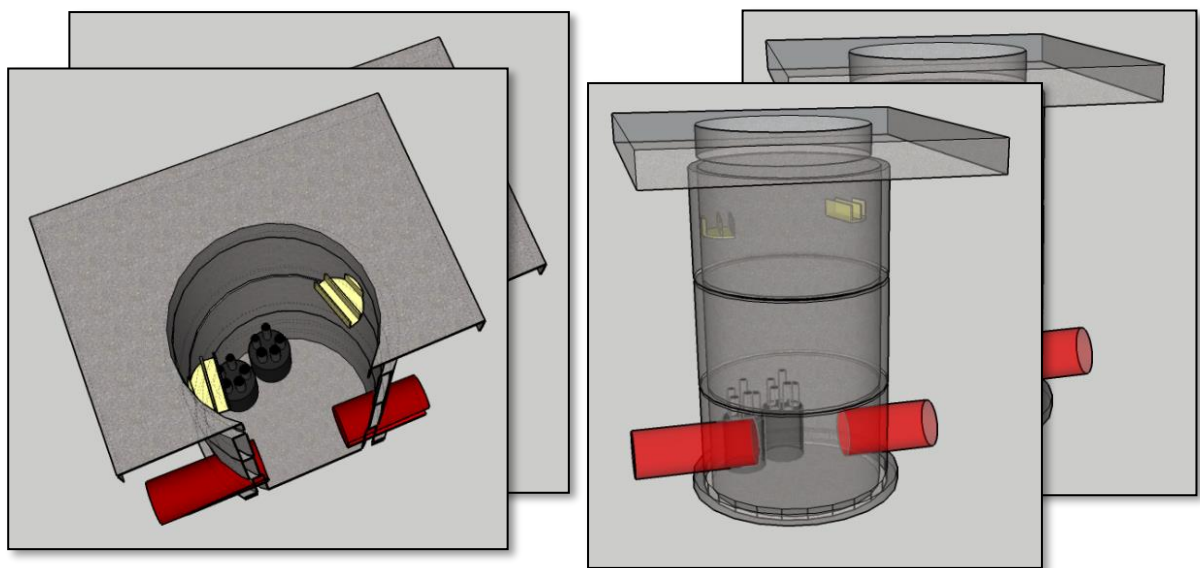


Fig. 35 Prefabricated manhole components



Figs. 36 GRC Manhole ducts and brackets

#### 13.3.26.2.4 Bedding

Bedding material will constitute an even floor and consist of optimally compacted material 100mm deep. The Engineer or Route Supervisor will determine whether the material is too dry or if it requires moisture. Under no circumstances shall material which is saturated with water be used for Bedding or Backfill. Bedding shall consist of virgin soil (site specific).

#### 13.3.26.2.5 Backfilling

Backfill material shall consist of virgin soil. The contractor may use soil that has been excavated for the manhole for Backfilling, however, any rocks, debris et al are to be removed. G5 to be used in high risk areas.

#### 13.3.26.2.6 Completion

During the compacting of Bedding and Backfill material, the contractor will exercise care to ensure that Manhole chamber, ducts and duct joints are not harmed or disturbed in any way. Once the manhole has been installed and completely sealed, the dome(s) may be installed and splicing of fibres may be implemented.

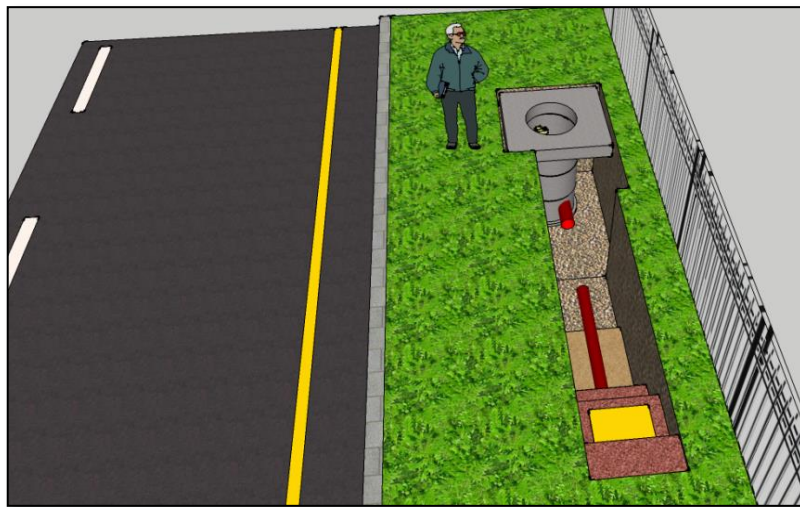


Fig. 37 Manhole completion

### 13.3.26.3 MANHOLE COVERS

Manhole Covers must be installed in accordance with the manufacturer's instructions. All covers shall be equipped with a locking mechanism.

The manhole covers sealing the manholes must comply with the following specifications:

- The cover must be supplied with a frame into which it fits snugly
- The cover must form a watertight seal with the frame
- The cover must have a locking mechanism which requires a special key to open
- The cover must bear the logo of the City of Cape Town as well as the words, "City of Cape Town SSU Optic Fibre" (Fig: 39)
- The fibre planner will specify which cover and frame shall be fitted to each manhole

#### 13.3.26.3.1 The D400 Ductile Iron Manhole Cover



The D400 Ductile Iron manhole cover is a heavy duty lid (and frame). The lid is fitted with lock assembly. The cover shall be SABS approved and be able to withstand 400kN of downward pressure.

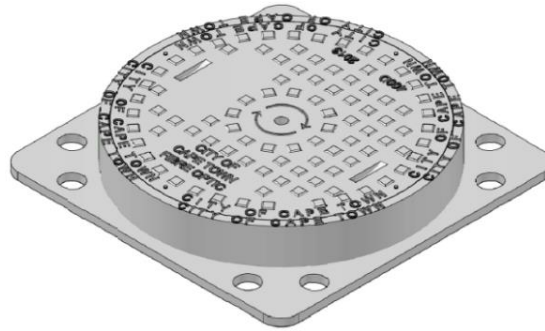


Fig. 38 The D400 Ductile Iron Manhole Cover

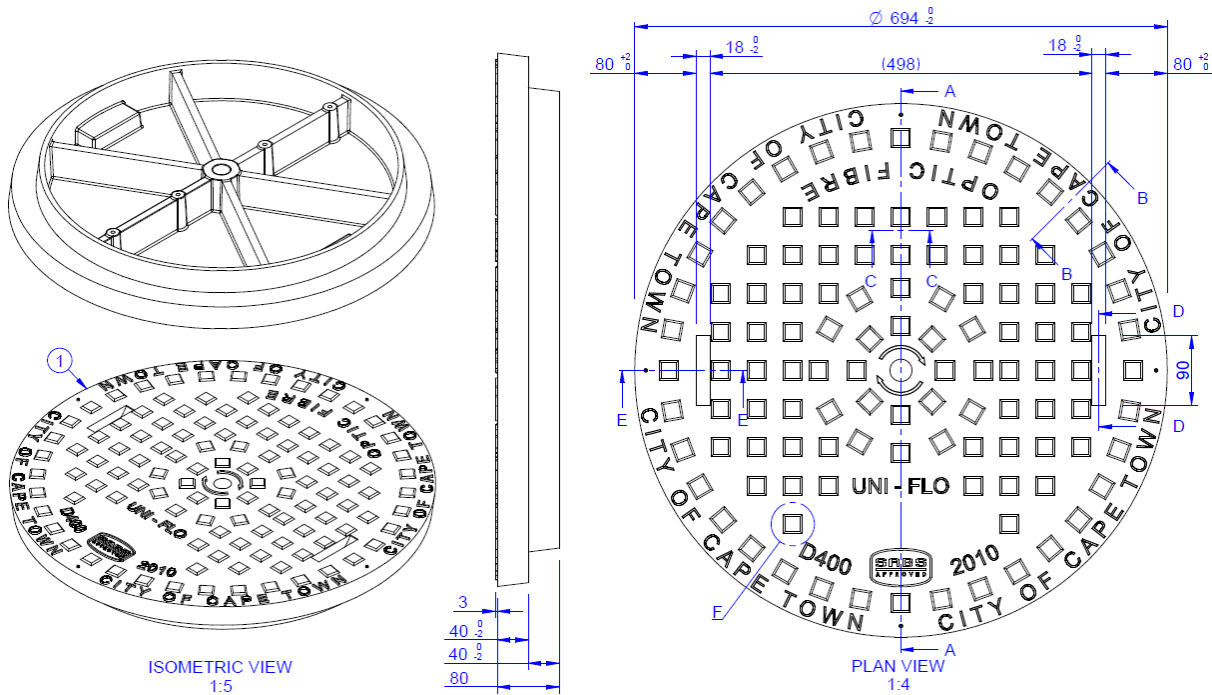


Fig. 39 - D400 Ductile Manhole Cover

#### 13.3.26.3.2 The 2A Polymer Concrete Manhole Cover

The 2A frame and cover are lightweight polymer resin products. The lid is fitted with lock assembly and can withstand 135kN of pressure. The 2A Polymer cover comes fitted with the Prefab manhole as a unit.

- The 2A manhole cover and frame must be manufactured from a polymer concrete material
- The installed 2A cover must be heavy duty and able to withstand 135kN of force
- The outer diameter of the cover must be 600mm
- The inner diameter of the frame must be  $\geq 540$ mm
- The frame must be no thicker than 140mm

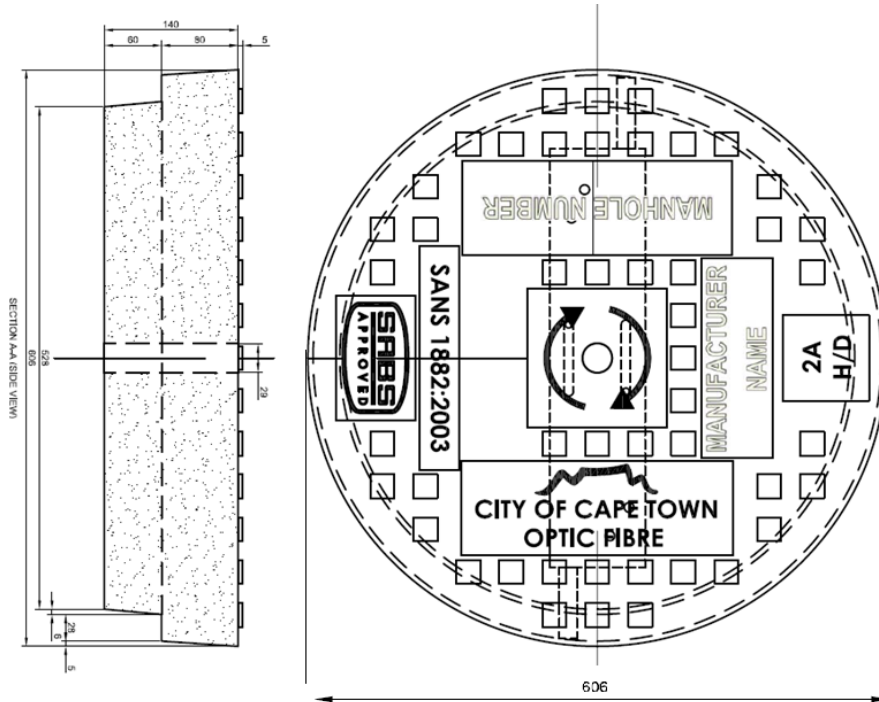
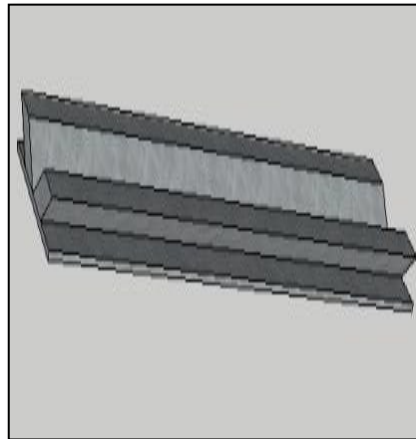


Fig. 40 2A Polymer Concrete Manhole Cover



#### 13.3.26.3.3 INSTALLATION OF FDP (SPLICE DOMES) BRACKETS

- Splice Domes are to be mounted firmly onto the preinstalled mountings
- Domes will be located beneath the Brackets
- Brackets will be made from Galvanised steel
- Brackets shall be hot dipped galvanised

Fig. 43 Dome bracket

#### 13.3.26.3.4 MANHOLE LOCKS

Where required, manhole covers are to be secured using plastic and steel lock mechanisms similar to other manhole installations by the City's Telecoms department that will utilize the same manhole key.



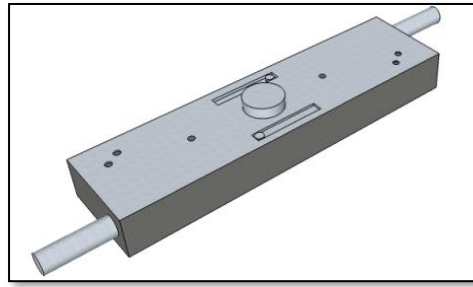


Fig. 44 Typical manhole lock

#### 13.3.26.4 Modular Manholes

The Contractor may be required to supply and install modular manholes in certain projects as defined by the Employer. The manholes shall comply to the following minimum specifications. The preferred type shall be RHI-NODE 1000 or equivalent.

Installation of the manhole to be done according to the manufacturer's instructions/training manual.

Manhole alignment, 110mm pipes entries to be aligned in line with trench direction.

Feature	Minimum Requirement
Material	Polypropylene or Sheet moulded compound (SMC)
Daylight opening	650mm
Depth	1000mm
Coping size	900mm OD
Chamber base	Included
Duct access	12x 110mm knock-out minimum 4x 160mm split entry
Lockable lid	Yes with CCT SSU Fibre Optic logo and lock
Load rating	EN-124B125 (125kN)



Fig. 4 The City modular manhole

#### 13.4 LABELLING

The contractor shall allow for labelling and marking of manholes including fibre optic ducting and cabling inside the manhole. The manhole shall be labelled with a unique number provided by the Engineer or Fibre Planner and shall be spray-painted using a stencil on the outside of the cover as well as on the inside of the manhole. In brick-built manholes where there are exposed I-beams, the manhole number shall be spray-painted on the I-beam and shall be clearly visible from the manhole opening.

Fibre optic ducts (2-way, 7-way, 12-way) shall be individually labelled inside the manhole with a unique duct number as provided by the Engineer or Fibre Planner. The duct number shall be affixed to the duct with thermal-printed type labels and shall be clearly visible from the manhole opening. The labels shall be made using Calibri font, size 10.

Fibre optic cabling shall be labelled with cable tags that are yellow in colour with black thermally printed cable numbers. The tags shall be solvent, tear and heat resistant and shall be fixed to the fibre optic cabling through the use of suitable cable ties. After cable installation, all cable labels shall be turned to face the manhole opening. Fibre optic cables shall be labelled in a manhole within 300mm from the end of the ducting transporting the fibre, as well as within 300mm of cable entry points into fibre optic dome joints.

### **13.5 CAMERA LOCATIONS**

Provisional camera locations will be defined on a per project basis by the Employer and/or Engineer and will be followed up with site inspections to pinpoint the exact camera locations.

### **13.6. GUARANTEE**

All equipment, parts and materials supplied, and work performed by the contractor shall be guaranteed for a period of at least twelve months from the final installation date. The cost of this guarantee shall be included in the tenderer's quoted price for each new installation. The terms of this Guarantee will be enforced by the Performance Management System.

### **13.7 TRADE NAMES OR PROPRIETARY PRODUCTS**

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

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

## **14. EMPLOYMENT OF SECURITY PERSONNEL**

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

### **14.1 Site Security**

Site security may be arranged when working at high risk areas. A security team will consist of 1 vehicle, 2 guards with each Officer registered with PSIRA applicable grade.

The contractor shall, where required, provide an all-inclusive quotation for external site security as requested by the Employer and/or Engineer on a per-project basis. The quotation shall be for the required security services for the duration of the project and shall be accompanied by a risk assessment and grading of the project location to provide supporting documentation for the content of the quotation. The contractor may be requested to provide up to three comparative quotations per project. Payment for this item will be on a cost + markup model as per the pricing schedule. The quotation will be regarded as inclusive of the security officer, the use of a 9mm calibre pistol (inclusive of 1 X fully loaded magazine) or equivalent and the use of a bullet proof vest for duration of the (Armed) security officer's shift(s).

## **15. FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report (**Annexed**).

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

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid

in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

**(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**

## ANNEX 1

CITY OF CAPE TOWN  
MONTHLY PROJECT LABOUR REPORT

## Instructions for completing and submitting forms

General

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

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.  
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

## PROJECT DETAILS

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

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

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

## MONTHLY PROJECT LABOUR REPORT

## BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year    Month		Sheet 1    of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

