

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 77S/2026/27 TENDER DESCRIPTION: SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT
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CLOSING DATE 21 OCTOBER 2026

CLOSING TIME 10:00 am

TENDER BOX NUMBER 215

TENDER FEE R200.00

Non – refundable tender fee payable to the 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	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	18 SEPTEMBER 2026
SITE VISIT/CLARIFICATION MEETING	:	Time: 10:00am on Date: 06 October 2026 (Non-compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING:		A clarification meeting will be conducted Microsoft Teams. Tenderers who wish to participate in the meeting must connect via the link below: https://teams.microsoft.com/meet/37120053804698?p=JuVcxKcNsC9AYNOoJ2 Alternatively dial in by phone +27 21 835 5043, Phone conference ID: 557 961 042#
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed and signed 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 “TENDER NO. 77S/2026/27 - SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES”, the tender box number. 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.
CCT TENDER REPRESENTATIVE	:	Email: scm.tenders5@capetown.gov.za

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”

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Document Goods and Services (hereinafter referred to as the "Tender" / "Tender Document"), its evaluation and acceptance and any resulting 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 and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the Contract and/or this tender and/or any applicable laws.

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 Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding 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 / tenderers by its Director: Supply Chain Management or his nominee. Similarly, any communication of the tenderer / supplier that is not reduced to writing by the tenderer / supplier, its employees, agents or advisors, shall not be regarded as binding on the CCT, unless communicated to the CCT in writing by the suppliers / tenderers, or their duly authorised representatives.

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 corresponding 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

The CCT intends to appoint a multiple supplier group of four (4) tenderers based upon the application of the price and preference formula as described in clause 2.3.10 of these conditions of tender but reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all, in alignment with the number of responsive bids that are received.

Please refer to clause 2.3.10 of these conditions of tender for the manner in which awards would be made.

Suppliers, once appointed onto the multiple supplier group, and subject to operational requirements, will be invited to execute the Works by means of the **Procedures for the allocation of Works Orders** as specified in the specification.

The contract period shall be for a period of 36 months 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.

2.1.5.3 Nomination of Standby Bidder

"Standby Bidder" means a bidder, identified by the CCT 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 Bidder in terms of the procedures included its SCM Policy, as amended from time to time.

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 CCT 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 CCT, 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 CCT 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, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: 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).

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

2.1.7 CCT 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 CCT's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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.

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 and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established, *inter alia* 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 below 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 below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- 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 below 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 below 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 below to be completed);
- g) The tenderer (including any of its representatives, 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, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, 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 representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 PSIRA registration

Only those tenders submitted by tenderers who are in good standing with the Private Security Industry Regulatory Authority (PSiRA) at the time of the tender award will be declared responsive. Tenderers must attach such proof to the **Schedule F.13A** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

Where the entity tendering is a Joint Venture, each entity forming the Joint Venture must be in good standing with PSiRA at the time of award or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

2.2.1.1.5 Minimum score for functionality

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

Where the entity tendering is a Joint Venture, the tenderer's tender response 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.

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
OEM Accreditation	40
Relevant Security Alarm projects completed by the tenderer in the last 5 years	60
Maximum possible score for Functionality: Total	100

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture, the tenderer's tender response 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:

Criterion 1: OEM Accreditation		
Indicator	Evaluation Criteria	Points
1.1	No OEM accreditation	0
1.2	Accredited with 1 recognised enterprise security alarm OEM/Distributor/Reseller	30
1.3	Accredited with 2 or more recognised enterprise security alarm OEM/Distributor/Reseller	40

The tenderer must demonstrate current accreditation, authorised installer status, or official partnership with enterprise security alarm system manufacturer(s).

The tenderer must demonstrate that it is authorised to:

- supply security alarm equipment
- install security alarm systems
- maintain security alarm systems
- provide after-sales support, including warranty processes and escalations

Authorisation may be held:

- **Option A:** directly with the OEM; or
- **Option B:** through an authorised distributor or reseller supported by the OEM

Where authorisation is provided through a distributor or reseller, the tenderer must demonstrate that:

- the distributor/reseller is an authorised channel partner of the OEM; and
- the OEM recognises and supports the tenderer's provision of services, including warranty support and escalation processes

Definition – Recognised Enterprise Security Alarm OEM

For purposes of this tender, a "Recognised Enterprise Security Alarm OEM" shall mean a manufacturer of electronic security alarm systems and associated equipment that:

- i. Manufactures enterprise-grade alarm systems intended for commercial, industrial or government use;

- ii. Provides official technical documentation, firmware/software updates, and lifecycle support for its products;
- iii. Maintains an authorised partner, installer, or integrator accreditation programme;
- iv. Has an established presence and authorised distribution within South Africa;
- v. Complies with applicable South African regulatory and industry requirements for electronic security systems as reflected in clause **5.8.5.1** of the specification.

Evidence required:

Tenderers must complete **Schedule F.13B**.

Supporting documentation must demonstrate OEM authorisation through one of the following acceptable arrangements:

Option A: Direct OEM Authorisation

- Valid OEM partner or installer certificate; or
- Official confirmation letter issued by the OEM

The ***Valid OEM partner or installer certificate*** or the ***Official confirmation letter issued by the OEM*** must:

- be issued on the OEM's official letterhead
- clearly identify the Tenderer
- confirm authorisation to supply, install, maintain and support the OEM systems
- confirm that the Tenderer is authorised to manage warranty processes and escalations

Option B: Authorisation via Distributor / Reseller

Written confirmation from the authorised distributor/reseller confirming that the Tenderer is approved to:

- supply
- install
- maintain
- support
- authorised to manage warranty processes and escalations

the OEM systems; and

- Confirmation that the distributor/reseller is an authorised channel partner of the OEM

All authorisation documentation shall:

- be current and valid at the time of tender closing
- be specific to the Tendering entity

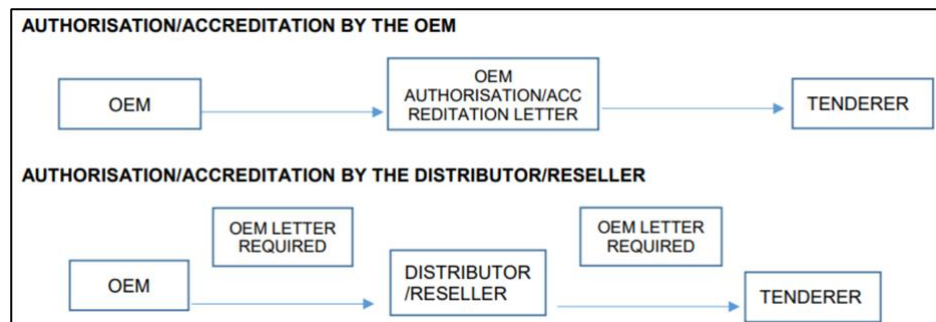
Such confirmation must:

- a) be issued by the OEM confirming that the distributor/reseller is an authorised distributor, reseller of the OEM; and
- b) Written confirmation on the distributor's/reseller's official letterhead confirming that the Tenderer is authorised to:
 - supply
 - install
 - maintain
 - support

- manage warranty processes and escalations

Where multiple OEMs are proposed, authorisation shall be provided for each OEM.

The Diagram below depicts how tenderers should submit proof of authorisation/accreditation



The Employer will verify authorisation directly with the OEM and/or distributor/reseller.

Criterion 2: Relevant Security Alarm projects completed by the tenderer in the last 5 years from tender closure		
Indicator	Evaluation Criteria	Points
2.1	0 relevant completed projects	0
2.2	1 relevant completed project	5
2.3	2 relevant completed projects	10
2.4	3 relevant completed projects	15
2.5	4 relevant completed projects	20
2.6	5 relevant completed projects	25
2.7	6 relevant completed projects	30
2.8	7 relevant completed projects	35
2.9	8 relevant completed projects	40
2.10	9 relevant completed projects	45
2.11	10 relevant completed projects	50
2.12	11 relevant completed projects	55
2.13	12 or more relevant completed projects	60

The Tenderer must demonstrate proven experience in the successful implementation, integration, repair and maintenance of security alarm / intrusion detection systems within operational environments.

Definition – Relevant Security Alarm Project

For purposes of this tender, a relevant security alarm project shall mean a project that includes at least one of the following:

- Installation and commissioning of intrusion security alarm systems;

Each project submitted must include installation and commissioning of a control panel with at least 2 detectable devices as well as programming and connection via a communicator (integrated or external) to the control room.

or

- The supply, configuration and integration of intrusion alarm panels, detection devices, communication modules and monitoring systems;

Each project submitted must include installation and commissioning of a control panel

with at least 2 detectable devices as well as programming and connection via a communicator (integrated or external) to the control room.

or

- Involved in the repair and maintenance or upgrade of existing intrusion security alarm systems, including panels, detectors, communication infrastructure, cabling and monitoring platforms.

Where a single project comprises all three required components, it will be counted and evaluated as three separate projects for the purposes of this assessment.

Evidence Required

For each project claimed, the tenderer must submit:

A signed client reference or completion letter indicating the completion date and final project value must be appended.

The City will verify references.

Tenderers must complete **Schedule F.13C**.

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

The tenderer shall treat as strictly 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

The tenderer shall 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 document(s) by reference.

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue,

and shall fully comply with all instructions issued in the said 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 the said 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 or other lawful means.

2.2.7 Clarification meeting

The tenderer shall 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 (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall 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 (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

The tenderer shall 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 Conditions of Tender, the tenderers may 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/she/it 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 tender offer to 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 as set out in the tender document.

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

- 2.2.12.1** The tenderer is required to 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 Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.
- 2.2.12.2** The tenderer shall return the entire tender 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** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document 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.
- 2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender 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 (i.e., item T.1 above), as well as the tenderer's name and contact address.
- 2.2.12.5** The tenderer shall 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.
- 2.2.12.6** 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.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (Section C.2) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid 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.
- 2.2.12.10** 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

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** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior

to the closing time stated on the front page of the tender document.

2.2.14.2 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 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 The tenderer shall warrant 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 in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT 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 by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non-award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

2.2.15.3 A tenderer may request in writing, after the closing date, that its 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, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

2.2.16 Clarification of tender offer, or additional information, after submission

Tenderers shall promptly provide clarification of its 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 Tenderer's shall promptly provide, upon 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 The tenderer shall 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 entity to a Consortium/Joint Venture bid shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers shall be required to 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

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

If the Specifications 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. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

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 Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record 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 Compliance Status Pin.

Before making an award the CCT 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 CCT, 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 CCT via CSD or e-Filing. The CCT 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

By responding to the tender herein, 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.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Conditions of Tender, the CCT shall 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 duly authorised representative for the purpose of this tender is stated on the General Tender Information page above.

2.3.2 Issue Notices

If necessary, the CCT may 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 CCT 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, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

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 Conditions of Tender that a two-envelope system is to be followed, the CCT shall 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 Conditions of Tender and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 The CCT shall 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. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non-responsive.

2.3.5 non-disclosure

The CCT shall 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

The CCT shall 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) Detrimentially 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 The CCT may 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 Conditions of Tender.

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 (Section C.4)**:

- 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 above 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 R50 mil (VAT Inclusive)		
#	Specific goals allocated points	Preference
		Points (90/10)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	Promotion of Micro and Small Enterprises	4
	<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>	
2	Enterprise Supplier Development and Socio-Economic Development	3
	<i>> 15% of total expenditure = 3 points</i>	

	> 10% up to 15% of total expenditure = 2 points	
	>= 5% up to 10% of total expenditure = 1 points	
	< 5% of total expenditure = 0 points	
3	Skills Development OR Employee Share Scheme	3
	Skills Development	
	> 5% of total expenditure = 3 points	
	> 3% up to 5% of total expenditure = 2 points	
	>= 1% up to 3% of total expenditure = 1 points	
	< 1% of total expenditure = 0 points	
	OR Employee Share Scheme	
	> 15% employee ownership = 3 points	
	> 10% up to 15% employee ownership = 2 point	
	>= 5% up to 10% employee ownership = 1 point	
	< 5% employee ownership = 0 point	
	Total points	10

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 CCT's SCM Policy, 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 CCT'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 CCT, to perform the contract free of conflicts of interest.

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

2.3.12.4 The CCT reserves the right 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 CCT as a result of (inter alia):

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

2.3.12.5 The CCT reserves the right to nominate an Standby bidder 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 Bidder 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.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 77S/2026/27 TENDER DESCRIPTION: SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT
--

THE CONTRACT

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

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

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

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

Alternative Offer (see clause 2.2.11.1)	
--	--

C.1 DETAILS OF TENDERER/SUPPLIER	
----------------------------------	--

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):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone :(_____) _____ Fax :(_____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No

C.2 FORM OF OFFER AND ACCEPTANCE

77S/2026/27 - SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES

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

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

77S/2026/27 - SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES

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

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

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

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

77S/2026/27 - SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES

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

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

77S/2026/27 - SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
CCT

C.4 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".

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

Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 4.8 Item numbers in the pricing schedule corresponds to the applicable clauses in **C.5 Specifications**.

F1 – SUPPLY SECURITY ALARM CENTRALISED MONITORING SYSTEM			
Item No.	Description	Unit	Rate (Excl. Vat)
F1.1	Server (hardware)	Each	
F1.2	Client PC Workstation	Each	
F1.3	Alarm monitoring Software (Enterprise)	Each	
F1.4	Alarm monitoring Software upgrade (Enterprise)	Each	
F1.5	GPRS Monitoring Station	Each	
F1.6	LTE Communicator Module MQTT or Swan protocol	Each	
F1.7	Internet Module Supports MQTT or SWAN Server	Each	
F1.8	Control Room/Central Station Monitoring Software Support (No Supply)	Hour	
F1.9	Third-party specialist services	Prov. Sum (actual cost)	R100 000
F1.10	Service Provider handling / attendance fee for item F1.9	%	
G2 – SUPPLY HARDWIRED ALARM PANELS & HARDWARE (BY TYPE + TIER)			
Item No.	Description	Unit	Rate (Excl. Vat)
G2.1	8-zone Panel expandable to 32 zone -Tier 1	Each	
G2.2	8-zone Panel expandable to 192 zone -Tier 2	Each	
G2.3	Blue 32-Character Hardwired LCD Keypad for panel -Tier 1	Each	
G2.4	Blue 32-Character Hardwired LCD Keypad for panel -Tier 2	Each	
G2.5	Touch Interactive Touchscreen for panel -Tier 1	Each	
G2.6	Touch Interactive Touchscreen for panel -Tier 2	Each	
G2.7	8-Zone Expansion Module- Tier 1	Each	
G2.8	8-Zone Expansion Module- Tier 2	Each	
G2.9	Wireless Expansion Module for panel -Tier 1	Each	
G2.10	Wireless Expansion Module for panel -Tier 2	Each	
G2.11	Hub and Bus Isolator for Tier 1 & Tier 2 panels	Each	
G2.12	Hardwired Alarm Panels & Hardware not listed above	Prov. Sum (Actual cost)	R100 000
G2.13	Service Provider handling / attendance fee for G2.12	%	

H3 – SUPPLY WIRELESS ALARM PANELS & HARDWARE (BY TYPE + TIER)

Item No.	Description	Unit	Rate (Excl. Vat)
H3.1	48 zone Hybrid Panel (8 On board Inputs) Tier 1	Each	
H3.2	64 zone Hybrid control panel with onboard wired zones Tier 2	Each	
H3.3	Multi IO Transmitter	Each	
H3.4	868Mhz Two-Way Tri-X Wireless Technology	Each	
H3.5	Wireless ceiling-mount PIR	Each	
H3.6	Wireless Repeater	Each	
H3.7	Wireless Door/Window contact	Each	
H3.8	Wireless External Sounder	Each	
H3.9	Wireless LED keypad	Each	
H3.10	Outdoor Wireless Double PIR Detector	Each	
H3.11	Wireless PIR-CAM Detector	Each	
H3.12	Wireless Hybrid control Superior panel Tier 3	Each	
H3.13	Wireless Hybrid Hub Tier 3	Each	
H3.14	Wireless radio signal range extender Tier 3	Each	
H3.15	Wireless Door/Window contact Tier 3	Each	
H3.16	Wireless PIR motion detector with extended photo verification Tier 3	Each	
H3.17	Wireless keypad with a touch screen Tier 3	Each	
H3.18	Wireless Outdoor PIR motion detector with extended photo verification Tier 3	Each	
H3.19	Wireless 4 button key fob with a panic button for Tier 3	Each	
H3.20	Wireless Battery Powered (off grid) hub Tier 3	Each	
H3.21	Replacement 3V Lithium Battery - CR123A for Wireless Detectors	Each	
H3.22	Alarm Panel Software license	Each	
H3.23	Restricted zone Tripwire (virtual line) detection Camera	Each	
H3.24	Liveguard Tripwire (virtual line) detection Camera	Each	
H3.25	Wired Superior Keypad Touchscreen	Each	
H3.26	Wired Superior Keypad Touch	Each	
H3.27	Wired Superior MotionCam	Each	

I4 – SUPPLY MOTION DETECTORS AND CONTACTS

Item No.	Description	Unit	Rate (Excl. Vat)
I4.1	Analog Single-Optic PIR	Each	
I4.2	High-Performance Digital Infrared Motion Detector	Each	
I4.3	Wall/Ceiling Bracket for Digital Infrared Motion Detector	Each	
I4.4	High-Security Digital Motion Detector with Pet Immunity	Each	
I4.5	Outdoor High-Security Digital Motion Detector Module	Each	
I4.6	Heavy duty Outdoor Swivel Bracket	Each	
I4.7	360° Ceiling Mounted Digital Motion Detector	Each	
I4.8	Wireless Digital Outdoor Dual Side-View Detector with 4x Dual Sensors	Each	
I4.9	Wireless Indoor Digital Dual-Optic High-Performance PIR	Each	
I4.10	Wireless Outdoor Digital Dual-Optic High-Performance PIR	Each	
I4.11	Wireless 2-Zone Long-Range Door Contact	Each	
I4.12	Small Door Contact	Each	
I4.13	Heavy Duty Door Contact	Each	
I4.14	Heavy duty Roller Shutter Magnetic Contacts	Each	
I4.15	Infrared Beam 3 Beam	Each	
I4.16	Infrared Beam 4 Beam	Each	

J5 – SUPPLY REMOTE AND RECEIVERS FOR ALARM PANELS

Item No.	Description	Unit	Rate (Excl. Vat)
J5.1	2-Way Remote Control with Backlit Buttons	Each	
J5.2	Transmitter tx1 434MHz	Each	
J5.3	Transmitter tx4 434MHz	Each	
J5.4	Receiver Rx1 434MHz	Each	
J5.5	Receiver Rx3 434MHz	Each	
J5.6	Transmitter long range (500m) 433MHz	Each	
J5.7	Receiver Long range 4 Ch Receiver 433MHz	Each	
J5.8	Transmitter Holders	Each	

K6 – SUPPLY SECURITY ALARM ACCESSORIES			
Item No.	Description	Unit	Rate (Excl. Vat)
K6.1	Metal Box for alarm panel	Each	
K6.2	Plastic Enclosure for Alarm Panels	Each	
K6.3	12V Battery Lithium 8AH	Each	
K6.4	12V Battery Lithium 18AH	Each	
K6.5	23A 12V Alkaline Battery	Each	
K6.6	6A Lithium Battery Backup Power-Supply	Each	
K6.7	50VA 16VAC Transformer with lightning Protection	Each	
K6.8	Cabtyre 3 core	m	
K6.9	Indoor Cable 6 core stranded	m	
K6.10	Indoor Cable 8 core stranded	m	
K6.11	Indoor Cable 12 core stranded	m	
K6.12	Rip cord 0.2	m	
K6.13	Rip cord 0.5	m	
K6.14	15W One tone White Siren	Each	
K6.15	30W Siren	Each	
K6.16	Cable Glue 50ml per bottle	Each	
K6.17	Self Tapping Screws per 100 No.	Each	
K6.18	Wall plugs per 100 No.	Each	
K6.19	Cable ties 198mm per 50 No.	Each	
K6.20	Dry wall screws per 20 No.	Each	
K6.21	Nail-In Anchors 6x35 per 100 No.	Each	
K6.22	SLA Battery 12v 7ah	Each	
K6.23	SLA Battery 12v 19ah	Each	
K6.24	20mm Heavy Duty PVC Conduit including saddles, couplings and accessories	m	
K6.25	25mm Heavy Duty PVC Conduit including saddles, couplings and accessories	m	
K6.26	25mm × 25mm PVC Trunking including corners, end caps and accessories	m	
K6.27	40mm × 40mm PVC Trunking including corners, end caps and accessories	m	
K6.28	25mm Bosal or equivalent Conduit including saddles, couplings and accessories	m	
K6.29	20mm Flexible Kopex or equivalent Conduit including glands, couplings and accessories	m	
K6.30	25mm Flexible Kopex Conduit or equivalent including glands, couplings and accessories	m	

M8 – SUPPLY EARLY WARNING DETECTION IOT SENSORS

Item No.	Description	Unit	Rate (Excl. Vat)
M8.1	Surface Mounted IOT Vibration Sensor	Each	
M8.2	Underground IOT Vibration Sensor	Each	
M8.3	IOT Vibration Sigfox or equivalent Subscription (No Supply)	Month	

O10 – CONTROL ROOM MONITORING SERVICE

Item No.	Description	Unit	Rate (Excl. Vat)
O10.1	Alarm Panel Monitoring per site (excluding network sim card fees)	Month	

P11 – EXCEPTIONAL WORKS

(Resources listed under "EXCEPTIONAL WORKS", will only be applicable in exceptional circumstances if and when required, in whole or in part deducted in its entirety by the client or the project manager)

Item No.	Description	Unit	Rate (Excl. Vat)
P11.1	Technician (NQF 4 in relevant electrical/electronic field, Minimum of 3 years' experience in the installation, servicing, and maintenance of security alarm systems)	Hour	
P11.2	Senior Technician (NQF 5 in relevant electrical/electronic field, Minimum of 5 years' experience in the installation, servicing, and maintenance of security alarm systems)	Hour	
P11.3	Engineer (NQF 7, Minimum of 5 years' experience in the installation, servicing, and maintenance of security alarm systems)	Hour	
P11.4	Electrician (Trade test certificate /wiremans licence, Minimum of 3 years' post-trade test experience in the installation, servicing, and maintenance of security alarm systems)	Hour	
P11.5	Security Alarm Systems Specialist (OEM-agnostic)	Hour	

Q12 – EXCEPTIONAL NON-STANDARD MATERIALS/ANCILLARIES

Item No.	Description	Unit	Rate (Excl. Vat)
Q12.1	Bespoke / non-standard ancillary items (approved)	Prov. Sum (Actual cost)	R100 000
Q12.2	Service Provider handling / attendance fee for Q12.1	%	

R13 – THIRD-PARTY & SPECIALIST SERVICES

Item No.	Description	Unit	Rate (Excl. Vat)
R13.1	Third-party specialist services	Prov. Sum (actual cost)	R20 000
R13.2	Service Provider handling / attendance fee for item R13.1	%	
R13.3	OEM specialist support not otherwise priced	Prov. Sum (actual cost)	R20 000
R13.4	Service Provider handling / attendance fee for item R13.3	%	
R13.5	OEM-specific Security Alarm equipment and licences – Provisional Sum	Prov. Sum (actual cost)	R100 000
R13.6	Service Provider handling / administration fee for item R13.5	%	

S14 - MAINTENANCE & FAULT RESPONSE			
Item No.	Description	Unit	Rate (Excl. Vat)
S14.1	Scheduled preventative maintenance visit (Up to 8 zones)	Site	
S14.2	Scheduled preventative maintenance visit (Up to 32 zones)	Site	
S14.3	Scheduled preventative maintenance visit (Up to 192 zones)	Site	
S14.6	Emergency call-out	Incident	
S14.7	Urgent call-out	Incident	
S14.8	Normal call-out	Incident	
S14.9	Firmware / software update to Security Alarm Systems (Remote)	Panel	
S14.10	Firmware / software update to Security Alarm Systems (On site)	Panel	

T15 – REMOVAL AND DECOMMISSIONING			
Item No.	Description	Unit	Rate (Excl. Vat)
T15.1	Removal and decommissioning of equipment	Hour	
T16 – EXTRA OVER FOR TRAVELLING TO WEMMERSHOEK DAM AND VOELVLEI DAM			
Item No.	Description	Unit	Rate (Excl. Vat)
T16.1	Extra Over travelling costs for outlying facilities (Wemmershoek Dam and Voelvlei Dam) will be paid at the prevailing published AA Rates	Km	As Per Published AA Rates

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

5.1 TRADE NAMES OR PROPRIETARY PRODUCTS

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

5.2 EMPLOYMENT OF SECURITY PERSONNEL

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

5.3 FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **R500** 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.

5.4 SCOPE OF WORK/SPECIFICATION

- 5.4.1 The City of Cape Town (“the City”) has numerous buildings, depots and other facilities throughout the Cape Town metropolitan area that require **integrated security systems** for the purpose of ensuring the safety of staff, assets and members of the public.

A number of different security alarm systems are deployed across City facilities. These systems report via radio or Global System for Mobile Communications (GSM) / General Packet Radio Service (GPRS) communication to a central alarm monitoring system located at the Transport Management Centre (TMC), Goodwood, utilising existing Patriot Enterprise software (version 6 or later) to record and display events.

- 5.4.2 This contract provides for the supply, installation, integration, maintenance, expansion and support of:

- security alarm / intrusion detection systems
- associated communication, monitoring and control systems

across the City's facilities.

The scope includes, but not limited to:

- maintenance and expansion of existing alarm systems
- installation of new security alarm systems at facilities where required
- upgrades and replacement of existing security alarm equipment
- integration with existing control room and monitoring environments
- support and maintenance services for the duration of the contract

5.4.3 All systems supplied under this contract shall:

- be capable of integrating with existing alarm systems deployed by the City
- be fully compatible with existing monitoring platforms, including:
 - Patriot alarm monitoring software (6 or later approved versions)

The system and components shall:

- seamlessly integrate into the existing environment
- not disrupt operational continuity
- not result in any additional cost to the City

Equipment shall support recognised alarm communication formats including:

- Contact ID
- SIA
- Ademco Fast
- IR Fast

The onus shall be on the Service Provider to ensure compatibility. The City reserves the right to require demonstration of such compatibility.

5.4.4 Due to the varying nature of City facilities in terms of:

- location
- scale
- security requirements
- existing infrastructure

it is not possible to predefine detailed system configurations for all sites.

This contract therefore adopts a framework-based approach, whereby detailed requirements will be determined on a per project basis.

Technologies are continually evolving, and the contract allows for the incorporation of current and emerging technologies, subject to approval by the City.

5.4.5 The contractor shall submit a detailed programme for each project to the City within 14 days request on a project per project basis. The preferred project-planning format is MS Project. Specific project milestones will be identified within each project that will be used as a base line for the calculation of any penalties due to late completion.

5.4.6 This specification provides for the provision of support and maintenance services for security alarm systems for the duration of the contract.

All support and maintenance services shall:

- be provided on request from the City
- be approved prior to commencement, where applicable
- be aligned to the unit rates in the Schedule of Rates.

5.4.7 The contractor shall note that any item, component, equipment or service required to provide a fully functional, integrated and interoperable security solution shall be deemed to be included in the tendered solution.

No additional cost shall be payable by the City for any such items required to achieve full system functionality.

5.5 APPLICABLE STANDARDS

Except where otherwise specified or implied, the following standards shall apply:

Wherever relevant, all equipment shall comply with all applicable South African (SABS) or international standards (including Central European (CE)) relating to safety, health and environmental requirements.

All wireless equipment shall:

- support secure communication protocols, including protection against unauthorised access, interference, deauthentication or disassociation exploits (e.g. IEEE 802.11w or equivalent, where applicable)

All security alarm system installations, including cabling and associated infrastructure, shall comply with the following industry standards (where applicable):

- SANS 10142-1: Code of practice for the wiring of premises
- SANS 2220: Electrical security systems
- SANS 10222: Electrical security installations
- SANS 60839: Alarm systems

All security alarm systems, communication modules, detection devices and control systems shall comply with relevant industry and regulatory standards applicable to intrusion detection and alarm monitoring systems.

5.6 OPERATIONS AND MAINTENANCE MANUALS

5.6.1 General

Each installation shall be accompanied by a complete set of technical manuals for all equipment types used.

These manuals shall include:

- technical specifications
- installation instructions
- configuration and operating instructions
- maintenance schedules
- troubleshooting guides
- repair instructions

The manuals shall:

- include a complete parts list
- be provided as one (1) hard copy sets in suitable binders
- include a digital copy in open format (PDF)

Further, the Service Provider shall provide:

- complete “as-built” drawings
- One (1) printed sets and one (1) electronic copy (AutoCAD and/or Microsoft Visio format)

These shall include:

- Alarm and sensor device locations
- cable routes
- wiring diagrams
- network layouts
- system architecture diagrams

Acceptance of documentation shall constitute approval in principle only and shall not relieve the Contractor of responsibility for accuracy, completeness or system performance.

13.6.2 Format and contents of manuals

The contractor shall supply a complete set of manuals in paper format, accompanied by a digital copy.

Manuals must include relevant instructions layman's language.

At least one month or stated otherwise, before commissioning each installation, a draft copy shall be submitted to the City for comments and approval.

The manuals shall give a clear description of the purpose of the installation.

- (a) A general description of the system.
- (b) Paper and electronic copies of all approved drawings and diagrams.
- (c) Detailed description of the different components used in the installation.
- (d) Schedule of equipment, model numbers, serial numbers, IP addresses, optional extras, modifications, electrical power requirements, etc.
- (e) Tabulated commissioning data of all equipment and the system, indicating- as measured and according to specification –requirements (if any).
- (f) First line maintenance procedures.
- (g) Detailed monthly, quarterly, bi-annually and annual preventative maintenance procedures (if applicable).
- (h) Guidelines for routine tests to be carried out by the City, including the frequency that the tests are to be done.
- (i) Detailed instructions for procedures to be followed in the event of equipment failure or malfunction.

The manuals shall include detailed technical instruction 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 City.

- (j) Contents list per manual.
- (k) General description of the system.
- (l) System functional block diagrams with a detailed description of the operation of each system component.
- (m) Block diagrams and complete specifications of all software.
- (n) Complete set of "as built" drawings including topology drawings in hard and electronic format.
- (o) Detailed description of equipment, systems operation, procedures, interlocks and alarms.
- (p) Type, routine and special tests and commissioning certificates (if applicable)
- (q) Detailed maintenance procedures including full assembly and disassembly instructions, intervals, materials required, etc.
- (r) Detailed suggested daily, weekly, monthly, 3 monthly, 6 monthly and yearly preventative maintenance instructions and record-report forms.
- (s) Detailed troubleshooting/repair instructions on a system component level.
- (t) Schedule of all equipment including detailed descriptions of settings and modifications with descriptions of the effect of these modifications.
- (u) Commissioning data of all equipment and systems indicating design requirements and actual measured performance.
- (v) List of maintenance personnel for warranty period including contact telephone numbers.

Paper manuals shall be bound in a firm hard cover.

Digital copies to be emailed to the Contract Manager/ Project Manager in PDF format.

The information shall be clear and readable, and include an index.

The above-mentioned manuals shall be available at first hand-over. Delivery of the installation will not be accepted without the manuals.

5.7 COMMISSIONING

5.7.1 Testing and Commissioning

The Service Provider shall:

- undertake full testing and commissioning of all security alarm systems
- provide all necessary test equipment (calibrated by SABS or equivalent authority)

At least two (2) weeks or otherwise stated, prior to testing, the Service Provider shall submit a detailed test procedure for approval.

The Service Provider shall:

- test each sub-system independently
- obtain approval before system-wide commissioning
- perform full functional testing of all equipment

All devices shall be tested end-to-end, and the Service Provider shall:

- provide documented proof of testing
- allow verification testing in the presence of the City

Where workmanship or resourcing is deemed inadequate, the City reserves the right to:

- appoint a third party
- recover associated costs from the Service Provider

The commissioning procedure shall be submitted within 21 days of Works Order award or unless stated otherwise.

5.7.2 Software Configuration

All software associated with the systems shall be:

- supplied
- installed
- configured
- fully tested

This includes:

- alarm monitoring systems
- communication platforms
- integration software

The Service Provider shall provide:

- all required licenses
- a complete software inventory

All software details including passwords and configuration instructions if applicable, shall be included in the manuals.

5.8.3 Procurement Process

5.8.3.1 Procedures for the allocation of Works Orders

UNPLANNED MAINTENANCE

Unplanned maintenance constitutes as unforeseen incidents and where immediate reactive action is required when the incident occurs. Incidents under this category can be classified as:

- normal and emergency breakdown of infrastructure, systems and sub-systems which were unforeseen or unknown to the user prior the breakdown; • damage to structure, infrastructure and or;
- loss of supply, basic services as a result of unforeseen failure which required immediate remedial attention to restore services that supports operations. In the case of unplanned work, the line department will proceed with the normal works order process as described below.

The CCT reserves the right to plan, allocate and effect individual Works Orders at its sole discretion and as described in this document and subject to availability of funding.

The CCT will only order those quantities of work items which it actually requires for execution in a Works Order from time to time. The CCT reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The procedures for the allocation of Works Orders are given below.

The procedures are summarised under the steps below:

Step 1: The CCT must authorise the need for the works order through the management controls relevant to the department using the contract.

Step 2: The CCT must determine, and approve, the scope of the works order and the estimated value of the works order.

Step 3: The CCT must do any designs (if applicable) required for the works order. This step could involve designs done in-house by the CCT, or design may be outsourced to third party designers.

Step 4: The CCT must specify inter alia, the nature, location(s), extent, scope of work, applicable quantities, proposed programme and contract period for the work required, in a Works Order document comprising, as relevant, Work Order Procedures, Returnable Schedules, Agreements and Contract Data, Pricing Schedules and Scope of Work.

To determine the ranking of suppliers for each Works Order, the applicable quantities must be applied to the tendered rates of all suppliers to determine total price, points for price in terms of the price and preference formula in the contract must be calculated, to which preference points awarded must be added in order to determine the highest ranked supplier.

This step will typically include a works order clarification meeting at which the scope of the works order will be explained and where suppliers may raise any issues. The CCT will consider all issues raised and may revise the items and/or quantities within the Works Order document if applicable. The process of determining the highest ranked supplier will be repeated based upon the revised Works Order document.

Included in the Works Order document is a Works Order Acceptance/Refusal Notice (Annexure E – Works Order Acceptance/Refusal Notice) requesting the supplier to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work order procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Pricing Schedules and has/has not the necessary resources, available to complete the work within the required Works Order contract period should he be allocated the work).

Suppliers will be required to complete and return the Works Order Acceptance/Refusal Notice, by email, to the CCT prior to the closing date for receipt of Works Order Acceptance/Refusal Notices (non-submission will be regarded as a refusal), including, for those who accept, declaring whether their declarations in respect of sub-contractors made in the Preferencing Schedule in the Framework Contract document stand for the Works

Assignment, or not - refer to Annexure E.1 – Works Order Acceptance/Refusal Notice in this regard. The CCT will finalise the ranking of the suppliers who accept, after taking their declarations into account.

Step 5: Suppliers who were invited to make submissions, must return these to the CCT prior to the closing date and time as described in the works order contract documents. The CCT will test submissions for completeness and allocate the Works Order to the responsive supplier with the highest evaluation points.

Step 6: Works orders must be formally allocated and authorised in accordance with the contract management processes of the relevant line department and the contract conditions.

Step 7: Upon the approval of the works order, the CCT must compile the works order documentation and commence the execution of the works order.

NORMAL BREAKDOWNS

Such maintenance is generally unplanned and requires action towards restoring an asset to its respective operational condition as a result of unforeseen failure. In the case of unplanned work, the line department will proceed with the normal works order process as described below.

The CCT reserves the right to plan, allocate and effect individual Works Orders at its sole discretion and as described in this document and subject to availability of funding.

The CCT will only order those quantities of work items which it actually requires for execution in a Works Order from time to time. The CCT reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The procedures for the allocation of Works Orders are given below.

The procedures are summarised under the steps below:

Step 1: The CCT must authorise the need for the works order through the management controls relevant to the department using the contract.

Step 2: The CCT must determine, and approve, the scope of the works order and the estimated value of the works order.

Step 3: The CCT must do any designs (if applicable) required for the works order. This step could involve designs done in-house by the CCT, or design may be outsourced to third party designers.

Step 4: The CCT must specify inter alia, the nature, location(s), extent, scope of work, applicable quantities, proposed programme and contract period for the work required, in a Works Order document comprising, as relevant, Work Order Procedures, Returnable Schedules, Agreements and Contract Data, Pricing Schedules and Scope of Work.

To determine the ranking of suppliers for each Works Order, the applicable quantities must be applied to the tendered rates of all suppliers to determine total price, points for price in terms of the price and preference formula in the contract must be calculated, to which preference points awarded must be added in order to determine the highest ranked supplier.

This step will typically include a works order clarification meeting at which the scope of the works order will be explained and where suppliers may raise any issues. The CCT will consider all issues raised and may revise the items and/or quantities within the Works Order document if applicable. The process of determining the highest ranked supplier will be repeated based upon the revised Works Order document.

Included in the Works Order document is a Works Order Acceptance/Refusal Notice (Annexure E – Works Order Acceptance/Refusal Notice) requesting the supplier to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work order procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Pricing Schedules and has/has not the necessary resources, available to complete the work within the required Works Order contract period should he be allocated the work).

Suppliers will be required to complete and return the Works Order Acceptance/Refusal Notice, by email, to the CCT prior to the closing date for receipt of Works Order Acceptance/Refusal Notices (non-submission will be regarded as a refusal), including, for those who accept, declaring whether their declarations in respect of sub-contractors made in the Preferencing Schedule in the Framework Contract document stand for the Works Assignment, or not - refer to Annexure E.1 – Works Order Acceptance/Refusal Notice in this regard. The CCT will finalise the ranking of the suppliers who accept, after taking their declarations into account.

Step 5: Suppliers who were invited to make submissions, must return these to the CCT prior to the closing date and time as described in the works order contract documents. The CCT will test submissions for completeness and allocate the Works Order to the responsive supplier with the highest evaluation points.

Step 6: Works orders must be formally allocated and authorised in accordance with the contract management processes of the relevant line department and the contract conditions.

Step 7: Upon the approval of the works order, the CCT must compile the works order documentation and commence the execution of the works order.

EMERGENCY BREAKDOWNS

Such maintenance is generally unplanned and deemed as reactive maintenance that requires action towards restoring an asset to its respective operational condition as a result of unforeseen failure and/or natural disaster that seriously affects the functioning of the asset as well as health and safety of the user. This type of breakdown should be understood in conjunction with the SCM definition of an emergency. Due to the serious implications that could arise from the nature of above mentioned, such emergency breakdowns must be attended to immediately. The employer will request the service provider to make safe the area whereafter the normal works process will follow.

In the case of emergency breakdown, the response time shall be from 2 to a maximum of 4 hours after written authorisation has been provided or a purchase order issued.

In the event that the main supplier is unable to execute the services within the required timeframe or is otherwise unavailable, the City Representative shall instruct the alternative supplier to perform the work. The alternative supplier shall similarly acknowledge receipt of the instruction within 72 hours and confirm the date and time for service execution.

Both the main and alternative suppliers are required to provide all necessary qualified personnel, equipment, and other resources to execute the work as specified in the Purchase Order, in accordance with the contract terms.

Failure by the main or alternative supplier to acknowledge, confirm, or execute the work as instructed may result in corrective action in terms of the contract, including but not limited to the substitution of the supplier for future work allocations.

All emergency calls to be approved via the Contract Manager/ Project Manager.

The CCT reserves the right to plan, allocate and effect individual Works Orders at its sole discretion and as described in this document and subject to availability of funding.

The CCT will only order those quantities of work items which it actually requires for execution in a Works Order from time to time. The CCT reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The procedures for the allocation of Works Orders are given below.

The procedures are summarised under the steps below:

Step 1: The CCT must authorise the need for the works order through the management controls relevant to the department using the contract.

Step 2: The CCT must determine, and approve, the scope of the works order and the estimated value of the works order.

Step 3: The CCT must do any designs (if applicable) required for the works order. This step could involve designs done in-house by the CCT, or design may be outsourced to third party designers.

Step 4: The CCT must specify inter alia, the nature, location(s), extent, scope of work, applicable quantities, proposed programme and contract period for the work required, in a Works Order document comprising, as relevant, Work Order Procedures, Returnable Schedules, Agreements and Contract Data, Pricing Schedules and Scope of Work.

To determine the ranking of suppliers for each Works Order, the applicable quantities must be applied to the tendered rates of all suppliers to determine total price, points for price in terms of the price and preference formula in the contract must be calculated, to which preference points awarded must be added in order to determine the highest ranked supplier.

This step will typically include a works order clarification meeting at which the scope of the works order will be explained and where suppliers may raise any issues. The CCT will consider all issues raised and may revise the items and/or quantities within the Works Order document if applicable. The process of determining the highest ranked supplier will be repeated based upon the revised Works Order document.

Included in the Works Order document is a Works Order Acceptance/Refusal Notice (Annexure E – Works Order Acceptance/Refusal Notice) requesting the supplier to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work order procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Pricing Schedules and has/has not the necessary resources, available to complete the work within the required Works Order contract period should he be allocated the work).

Suppliers will be required to complete and return the Works Order Acceptance/Refusal Notice, by email, to the CCT prior to the closing date for receipt of Works Order Acceptance/Refusal Notices (non-submission will be regarded as a refusal), including, for those who accept, declaring whether their declarations in respect of sub-contractors made in the Preferencing Schedule in the Framework Contract document stand for the Works Assignment, or not - refer to Annexure E.1 – Works Order Acceptance/Refusal Notice in this regard. The CCT will finalise the ranking of the suppliers who accept, after taking their declarations into account.

Step 5: Suppliers who were invited to make submissions, must return these to the CCT prior to the closing date and time as described in the works order contract documents. The CCT will test submissions for completeness and allocate the Works Order to the responsive supplier with the highest evaluation points.

Step 6: Works orders must be formally allocated and authorised in accordance with the contract management processes of the relevant line department and the contract conditions.

Step 7: Upon the approval of the works order, the CCT must compile the works order documentation and commence the execution of the works order.

5.8.5 SECURITY ALARM SYSTEMS – DETAILED SPECIFICATIONS (ALIGNED TO SCHEDULE OF RATES ITEMS F1 – T16)

5.8.5.1 General Specification Principles

All equipment, works and services supplied under this contract shall comply with:

- SANS 10142-1: Code of practice for the wiring of premises
- SANS 2220: Electrical security systems
- SANS 10222: Electrical security installations
- SANS 60839: Alarm systems
- ICASA requirements where applicable
- Occupational Health and Safety legislation
- City of Cape Town policies and procedures.

All security alarm systems supplied, installed or maintained under this contract shall be suitable for continuous 24/7 operation.

The Service Provider shall ensure full compatibility, interoperability and maintainability of all supplied systems.

5.8.5.2.2.1 Private Security Industry Regulation Act (PSIRA)

The Private Security Industry Regulation Act, 2001, regulates the private security industry in South Africa, including intruder alarm system installers. It establishes the Private Security Industry Regulatory Authority (PSIRA), which is responsible for the registration and regulation of security service providers, including those involved in intruder alarm system installations. The successful Service Provider(s) shall maintain its PSIRA registration and remain in good standing with PSIRA for the full duration of the contract. Failure to maintain such registration and good standing may constitute grounds for suspension of work, termination of the contract, or any other remedies available to the Employer.

5.8.5.2.2.2 Protection of Personal Information Act (POPIA)

POPIA is crucial for ensuring that personal information is handled appropriately. When installing intruder alarm systems that may involve video surveillance or data collection, operators must comply with POPIA's requirements for data protection, including obtaining consent from individuals who may be recorded and ensuring that data is stored securely.

5.8.5.2.2.3 Regulation of Interception of Communications and Provision of Communication-Related Information Act (RICA)

RICA governs the interception of communications, which can include the monitoring capabilities of intruder alarm systems. It mandates that individuals must be informed if they are being monitored in areas where they have a reasonable expectation of privacy. This act is particularly relevant for alarm systems that incorporate surveillance features.

5.8.5.2.5.3 Wireless Systems

All critical components for the Intruder Alarm System must be wired to the control panel. Wireless systems intruder alarms installation shall only be permitted with the prior written approval of City's Electronics Department. Only ICASA approved equipment, with proper encryption shall be installed and permitted for Wireless systems.

The control panel must be in a protected area which is protected by a wired PIR. The wireless system must contain at least one wired audible sounder.

5.8.5.2.5.6 Arming the system

During the arming procedure the status of all bypassed circuits must be easily identifiable on the keypad.

5.8.5.2.5.7 Remote Arming

All remote arming transmitters must be of the encrypted rolling code type. Remote arming must not be the primary means of arming and should only be considered where keypad arming is not possible. Remotes must be kept to a minimum.

The Client/User must be clearly informed of any possible risks associated with the use of remote arming.

5.8.5.2.5.8 Disarming

When using a time delay on a zone protecting the keypad, such entry delay must not exceed 60 seconds. The placement of the keypad must be of such a nature to achieve this.

5.8.5.2.5.9 Circuit Identification

Where more than one detection circuit is used, the control equipment must be capable of immediately indicating the individual circuit in which the alarm condition occurred.

5.8.5.2.5.10 Power supply equipment

The battery backup must have a minimum standby time of 4 hours. The battery charger must be able to recharge the battery from fully discharged state to full capacity within 12 hours. The intruder alarm system must have integrated fuses and surge protection devices for overcurrent and surge protection.

5.8.5.2.5.11 Bypass/Isolation

Once armed, bypassed zones must not be indicated on the keypad. Once armed the system must not allow zones to be bypassed. Bypassed zones must automatically be cancelled each time the system is disarmed and must be bypassed again, if required, before the next arming.

5.8.5.2.5.12 Audible sounders

The audible sounders must be capable of sounding for a minimum period of four (4) minutes and must comply with the relevant Municipal Regulations and By-Laws.

All sounders must be audible at the farthest point in the alarm zone, and the sound pressure level must not exceed a 15W siren.

5.8.5.2.5.13 Outdoor Infrared Beam Detectors

Early warning of an intruder must be provided by outdoor infrared beam detectors with the following functionality: -

- High reliability of intruder detection, with minimal false alarms
- Dual element sensor arrangement
- High resolution detection up to at least a 10 meters radius and 90° arc
- Tamper proof (anti-masking and anti-rotation)
- Weatherproof to at least IP67
- False alarm rejection. The detectors must be able to detect a moving person without generating false alarms from pets / animals (up to 40kg), swaying trees or environmental factors (rain, heat, light, mist, fog)
- Installed in such a way as to detect squatting or crawling persons
- Able to operate in ambient temperatures up to 45°C.
- Must be installed out of reach of vandals (high-mount) – typically minimum installation height recommended by the OEM whilst still providing effective detection.

5.8.5.2.5.14 Remote monitoring

The Intruder Alarm System must have an auto-dial-out feature via a private radio link or GSM SIM card. The system must send alarm notifications to a continuously manned (24/7) ARC. The security company contracted to provide the ARC must provide armed response service to the facility in less than 10 minutes from the time of receiving the alarm notification. The system must also send an SMS notifications via GSM (cell phones) and/or app notification to a minimum of two (2) Client/Users. All communication equipment (radio transmitter, GSM SIM and antenna) must be ICASA approved and installed according to the manufacturer's specifications.

5.8.5.2.5.15 Installation

All detectors and panels must be fixed by an appropriate anchor device for the base product (e.g. toggles if fixed to rhino boards only). The use of double-sided tape or glue alone is not permitted but may be used in conjunction with screws. Cables must be run neatly in such a manner so as to avoid physical damage. All external wiring and cables that are vulnerable to corrosion, tampering and damage must be suitably protected or installed in suitable conduits / ducts as per SRA and recommendations from the Electronics Department for the specific premises.

An intruder alarm system zone mimic diagram must be mounted next to the control panel or inside the control panel. This must be a minimum A4 sized with a plan layout of the facility showing the location of the detectors and the alarm zones, as well as an abbreviated simple operating procedure.

5.8.5.2.5.15 Panic Buttons

Panic buttons must be fixed hardwire and placed in each office, consulting room or counter in reach of staff occupying that office, consulting room or counter. The panic buttons must be individually identifiable on the keypad and in the onsite control room where available. There must be no more than three (3) panic buttons adjacent to one another per zone.

5.8.5.2.5.16 Zones and Functionality

As a minimum, facilities with intruder alarms must have magnetic contact switches on all ingress/egress doors, windows and trapdoors.

It is preferable to install passive infra-red motion detectors below the ceiling in strategic positions inside the facility to detect movement should the intruder gain entry via some other means.

For high-risk areas, additional protection must be provided by outdoor infra-red motion detection PIR/beams to monitor the perimeter. These should be carefully positioned so as not to cause nuisance tripping of the alarm due to large animals, shrubs, etc.

5.8.5.2.6 Procurement

Spares must be readily available in the foreseeable future.

The intruder alarm system must be of the latest technology, with documented guaranteed support. Obsolete technology or systems nearing end of life shall not be accepted. The specified system must be reliable, durable and requiring low maintenance.

5.8.5.2.7 Installer

The intruder alarm installer may be registered with SAIDSA. The intruder alarm installer company must be PSIRA registered.

All installation, configuration, setup, programming, servicing and related work must be performed by integrators / electronic technicians certified by the Supplier of the relevant equipment and managed by the Electronics Department.

5.8.5.2.8 Training

Operator training must be provided to responsible staff at the facility. A training schedule and attendance register is mandatory to ensure that all responsible staff are trained. Two separate (2) training sessions must be provided on different days. The training sessions must be in person with an attendance register, together with three (3) copies of the "As Built drawings", operation manuals.

5.8.5.2.8 Minimum Standards

The intruder alarm system materials, equipment and installations shall conform to the following minimum standards:

- SANS 10142-1: Code of practice for the wiring of premises
- SANS 2220: Electrical security systems
- SANS 10222: Electrical security installations
- SANS 60839: Alarm systems

5.8.5.2.9 Maintenance

The Intruder Alarm System shall be serviced and maintained regularly to keep it in good working order (to minimise false alarms and ensure that the alarm will be raised in the event of an intrusion). The installer shall provide for two maintenance visits during the twelve (12) month defects liability period as stipulated in the tender specifications and provide a quote to the City before repairs are done.

As a minimum the maintenance service must include:

- Check history of alarm system since last maintenance.
- Visual inspection of all major components including cabling and connections for signs of deterioration or damage.
- Check battery power supply for correct charge rates.
- Check and test all intruder alarm detectors.
- Check satisfactory operation of manually operated devices.
- Check and test all audible warning devices, sirens and speakers.
- Check and test remote signalling equipment where applicable and ensure correct signals are being sent to the ARC.
- Repair faults where necessary.
- Ensure user codes are up to date, and all users are operating the system correctly and feel confident to do so. User codes must not be shared or handed down. New codes must be generated for new users and old user codes must be removed from the system.
- Update the intruder alarm system zone mimic diagram if required.
- Update cell phone numbers for notifications.
- Test complete system for arming, disarming, detection and alarm signalling.
- Test battery with an appropriated electronic battery tester and replace as required
- Log all test results in a service logbook.

5.8.5.6 Replacement Obligations

During the warranty period:

- defective equipment shall be repaired or replaced at no cost to the City
- replacement equipment shall meet or exceed the original specification
- repeated failures may result in rejection of the product model.

5.8.5.7 F1 – Security Alarm Centralised Monitoring System

F1.1 Server

- The server shall have a minimum of a Quad Core Intel or equivalent processor, with 16GB RAM, 1TB minimum hard drive
- The server shall be rack mounted. The server shall have either USB, RS232 and RS485 ports or any other modern related interface components appropriate for the network. No annual license cost is acceptable.
- An Ethernet or equivalent IEEE 802.3 compliant network card shall be included.
- For isolated security communication networks, the server shall be capable of operating with a second Ethernet or equivalent IEEE 802.3 compliant network card.
- The Server's operating system shall be Microsoft Windows 2012 Server or a later version which shall support the existing and future security alarm system software.

F1.2 Client PC Workstation

- The workstation or client computer shall have a minimum of a Dual Core, 2.5GHz Intel or equivalent processor, with 16GB RAM, 1TB hard drive.
- The network interface for connection to the Server shall be a minimum of 1000BASE-T (802.3ab) or equivalent.
- The workstation shall be supplied with a minimum Microsoft Windows 11 Professional or equivalent, the security alarm system client software and license. No annual license cost is acceptable.

F1.3 Alarm Monitoring Software (Enterprise)

- Must be compatible with all existing systems (Patriot version 6 or later) (hardware and software)
- Comprehensive alarm format support including Contact ID, Contact ID Expanded, SIA, Ademco Fast, & IR Fast
- The software needs to be a once off, not subscription based
- Must be compatible with alarm receivers including Surgard System I,II,III,IV & V, FE900, Permaconn, Paradox IPC10, IPRS7, Paradox Direct FSK & RDC
- Amount of accounts up to 100,000
- Up to 36500 zones per partition
- Compatible with industry standard scalable SQL database
- Compatible with Windows & virtual machines
- Automated backups of database
- Customizable alarm sounds, reminder alarm and interval settings are configurable
- 99+ Operator levels that can have their own unique security settings
- Online Training Modules and Remote Training sessions available
- Full library documentation access for customers about features, operation and configuration
- Test mode with scheduling options able to be set at Account, Area, Event or Zone levels
- Override Event Types, Response Plans, Action Plans, Charges and automatic notifications at a client
- Event Grouping and runaway alarm monitoring to provide a short, easy to navigate Activation List for operators to follow
- Global Response Plans generate response lists for easy response maintenance and customer setup
- Configurable Action Plans allow advanced customization of grouping and actioning of incoming signals
- Client Reminders appear in Activation Queue for operator action and can be setup as one off or scheduled reminders such as welfare checks
- Import and export client data in CSV format
- Technicians can view signal history of sites and place sites on and off test mode and complete Work Orders remotely through PLINK or any web capable device

- Two way text messaging allows automatic notifications based on events are able to be sent to user mobile phones, e-mail, smart phones or pager (optional modules required)
- Compatible camera protocols modules include IP, RTSP and ONVIF
- Compatible Camera Systems include Frontel / Videofied / Hikvision / Avigilon / Dahua / UDP / Paradox / Hanwha / Mobotix / IDIS / Rialto
- Preset Reports set up with definable schedules
- Customizable reports of signal and monitoring information both ad hoc and automatic in multiple formats including pdf, txt, rtf and excel
- Customizable content and details on reports created through SQL queries
- Automated reports can be sent via email or saved to a local drive in variety of forms

No Annual fees or licencing.

F1.4 Alarm Monitoring Software Upgrade (Enterprise)

- Must be compatible with all existing systems and monitoring software and hardware as per F1.3

F1.5 GPRS Monitoring Station

- The station must receive Ethernet IP Data from alarm systems, convert them from encrypted IP protocol and send them over Ethernet to the central monitoring station (CMS) software CID format via Sur-Gard MLR2-DG or Ademco 685 protocols. Created for the modern CMS with a small footprint, low power consumption, and single ethernet with POE connection.
- Monitor up to 5000 accounts, MQTT or Swan technology, 80ms panel to CMS reporting time.
- Compatible with M20 M25 head units IP180, IP150MQ and PCS265V8
- Single one wire Ethernet connection with POE < 10W
- 10,000 buffered events if CMS down and simple easy to use UI
- Internal battery for uninterrupted operation up to 20 hours (V1.01.00 and higher)
- Certifications: CE, EN 50136-3, EN 50136-2, SP4

F1.6 LTE Communicator Module (MQTT or SWAN Protocol or equivalent)

- Two SIM cards support for provider redundancy
- Control panel communication supervision
- Arm or disarm the system via text message (SMS)
- 4-wire serial connection to Panel
- Li-ion battery (optional) allows operation when panel power is lost for backup reporting
- Will report panel loss in case of cut wires or loss of power
- Encrypted communication (128-bit)
- Dual tamper switch (wall and cover removal)
- Compatible with City of Cape Town's existing systems as per section F1.5
- Two way communication to allow off site programming.

F1.7 Internet Module (Supports MQTT or SWAN Server or equivalent)

- Internet module
- Uses MQTT technology
- Supports up to 2 receivers
- Ethernet on board
- Compatible with City of Cape Town's existing systems as per section F1.5

F1.8 Control Room/Central Station Monitoring Software Support

- Certified by software OEM

F1.9 Control Room/Central Station Monitoring Software Support

This item applies to specialist services required from an external third-party service provider where the service cannot reasonably be performed by the Service Provider.

This may include monitoring software support not otherwise priced.

5.8.5.8 G2 – Hardwired Alarm Panels & Hardware (By Type + Tier)

G2.1 8-Zone Panel Expandable to 32 Zones – Tier 1

- 8 zones on-board (16 with zone doubling), expandable to 32 zones either wireless or hardwired
- 2 on-board PGMs, expandable to 16 (any of which can be wireless)
- 32 or more user codes and remote controls assignable to any of the 2 partitions
- 2 Serial ports – Serial 1 used for primary communication channel, Serial 2 for backup communication channel
- In-field firmware upgrade via software
- Push button power reset
- 115K baud communication with programming software.
- Supports ATZ
- Two way communication to allow off site programming via communicator.
- Compatible with City of Cape Town's existing GPRS Monitoring Station

G2.2 8-Zone Panel Expandable to 192 Zones – Tier 2

- 8 zones on-board (16 with zone doubling), expandable to 192 zones either wireless or hardwired
- Built-in access control features
- In-field firmware upgrade via software
- Selectable input resistors for EOL and Tamper
- PGM1 can be used as a 2-wire smoke input
- 1.7A switching power supply
- Built-in real-time clock backup battery
- 1 supervised bell output, auxiliary output and telephone line
- Push button software reset (reset to default values and restart)
- Push button to activate or deactivate the Auxiliary output
- EN 50131 grade 3
- Supports ATZ
- Two way communication to allow off site programming via communicator
- 999 User codes
- 8 Partitions
- 3584 event buffer
- Compatible with City of Cape Town's existing GPRS Monitoring Station

G2.3 Blue 32-Character Hardwired LCD Keypad for panel -Tier 1

- 32-character blue LCD with programmable labels
- Real-time zone alarm display
- 8 one-touch action button
- Adjustable backlight, contrast and scroll speed
- In-field firmware upgrade via 307 usb converter
- Menu-driven programming for easy system setup (installer and end user)
- Compatible with 8-zone Panel Tier 1 as per section G2.1

G2.4 Blue 32-Character Hardwired LCD Keypad for panel -Tier 2

- 32-character blue LCD with programmable labels
- Real-time zone alarm display
- 8 one-touch action button
- Adjustable backlight, contrast and scroll speed
- In-field firmware upgrade via 307 usb converter
- Menu-driven programming for easy system setup (installer and end user)
- Assign to one or more partitions
- Display time using the 12Hr or 24Hr format
- Compatible with 8-zone Panel Tier 2 as per section G2.2

G2.5 Touch Interactive Touchscreen for panel -Tier 1

- Thin, sleek design - 5.0 in. / 12.7 cm vivid colour display (480 x 272 pixels)
- Intuitive, icon-based menus
- In-field firmware upgradable via micro SD card
- 1x Zone/temperature input to connect a detection device or any external Temperature Sensor (10K OHM Thermistor)
- Surface-mount installation only; dimensions 14.4 x 9.6 x 1.4 cm (5.7 x 3.8 x 0.6 in.)
- Compatible with 8-zone Panel Tier 1 as per section G2.1

G2.6 Touch Interactive Touchscreen for panel -Tier 2

- Thin, sleek design - 5.0 in. / 12.7 cm vivid colour display (480 x 272 pixels)
- Intuitive, icon-based menus
- In-field firmware upgradable via micro SD card
- 1x Zone/temperature input to connect a detection device or any external Temperature Sensor (10K OHM Thermistor)
- Surface-mount installation only; dimensions 14.4 x 9.6 x 1.4 cm (5.7 x 3.8 x 0.6 in.)
- Compatible with 8-zone Panel Tier 2 as per section G2.2

G2.7 8-Zone Expansion Module- Tier 1

- Add 8 zones
- 1 PGM output
- Use zone input as an anti-tamper switch input
- Compatible with 8-zone Panel Tier 1 as per section G2.1

G2.8 8-Zone Expansion Module - Tier 2

- Add 8 zones
- 1 PGM output
- Use zone input as an anti-tamper switch input
- Compatible with 8-zone Panel Tier 2 as per section G2.2

G2.9 Wireless Expansion Module for panel -Tier 1

- Add 32 wireless zones
- Compatibility with remote control section J5.1
- Wireless PGMs
- In-field firmware upgradeable via CV4USB
- RF jamming supervision
- Low battery, tamper and check-in supervision
- Transmitter signal strength display
- 3 PGM outputs and 1 optional output
- Noise level test and indicator
- Compatible with 8-zone Panel Tier 2 as per section G2.1

G2.10 Wireless Expansion Module for panel -Tier 2

- Add 32 wireless zones
- Compatibility with remote control section J5.1
- Wireless PGMs
- In-field firmware upgradeable via CV4USB
- RF jamming supervision
- Low battery, tamper and check-in supervision
- Transmitter signal strength display
- 3 PGM outputs and 1 optional output
- Noise level test and indicator
- Compatible with 8-zone Panel Tier 2 as per section G2.2

G2.11 Hub and Bus Isolator for both Tier 1 & Tier 2 panels

- Divide the bus into two completely isolated outputs (if one output fails, the other will continue to function)

- One input port, 2 completely isolated output ports
- Each output port provides communications up to 900m (3000ft)
- Compatible with 8-zone Panel Tier 1 as per section G2.1 and with 8-zone Panel Tier 2 as per section G2.2

G2.12 Hardwired Alarm Panels & Hardware not listed above

This provisional sum (Per Works Order) shall be used solely for the procurement and supply of hardwired intrusion alarm panels and associated hardware not specifically listed elsewhere in the Schedule of Rates, where required by the Employer.

The item shall include the supply and delivery of new, unused equipment, including but not limited to alarm control panels, expansion modules, communication modules, power supply units, battery chargers, keypads, interface modules, enclosures and other ancillary hardware necessary to meet the Employer's operational requirements.

Equipment supplied under this item shall:

- Be compatible with the existing alarm system where integration is required, or with the specified replacement system.
- Comply with the applicable South African standards and the manufacturer's specifications.

This provisional sum shall be expended only upon the written instruction of the Employer or the Employer's Representative.

The provisional sum is for the procurement of equipment only. All labour associated with installation, wiring, programming, testing, commissioning, integration, and any associated consumables shall be measured and paid for under the applicable items elsewhere in the Schedule of Rates.

H3 – Wireless Alarm Panels & Hardware (BY Type + Tier)

H3.1 48 zone Hybrid Panel (8 On board Inputs) Tier 1

- Hybrid system: 8 on-board zones and 40 wired/wireless zones expandable; 4 on-board outputs (2 NO/NC outputs and 2 PGM outputs), and 44 wired/wireless outputs expandable
- Dual path communication of alarm events and other signals over LAN, PSTN, GPRS or 3G/4G utilizing a main and backup channel with configurable priority
- 2-ch onboard IP camera video verification, supports video recording (5s pre-alarm + 2s post-alarm, or 2s pre-alarm + 5s post-alarm) for verification to the alarm receiving email or mobile client
- Supports arming/disarming via keypad, keyfob, mobile client, iVMS-4200, SMS and tag
- Pushes alarm notification via messages
- Supports ISAPI, Cloud P2P, ISUP, CSV-IP and DC-09 protocol
- Supports 1 Speed-X BUS
- 1 wired on-board sounder output
- 1 RJ45 10M/100M Ethernet interface
- Views live videos from Hik-Connect or equivalent
- 4 on-board LEDs
- 1 AC power LED indicator (Green)
- 1 system status LED indicator (Green/Red)
- 1 PSTN status LED indicator (Green/Red)
- 1 mobile communication status LED indicator (Green/Red)

H3.2 64 zone hybrid control panel with onboard wired zones Tier 2

- TCP/IP, Wi-Fi, and 3/4G network
- New generation wireless protocol: Tri-X/Cam-X
- Long RF transmission distance
- Two-way communication with AES-128 encryption

- Connects up to 64 zones/outputs (Including 48 PIRCAMs & onboard Wired Zones/Outputs), 48 wireless keyfobs, 4
- repeaters, 6 sounders (3 internal+3 External), 8 tag readers & keypads.
- Supports up to 48 network users, including 1 installer, 1 administrator, and 46 normal users
- Voice prompt
- Configuration via Web client, mobile client, and Convergence Cloud
- Pushes alarm notification via messages or phone calls
- Alarm video clips via emails and Hik-Connect APP or equivalent
- Supports LED indicator to indicates system status
- SIA-DC09 protocol, and supports both Contact ID and SIA data format

H3.3 multi IO Transmitter

- Must be compatible with both tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- 868MHz two-way wireless communication
- LED display, show the real status of device
- With 16 onboard inputs and 2 outputs, can be applied to connect wired detectors
- With two 12v power outputs, can be used to power up external wired detectors
- Space for back up storage battery

H3.4 868Mhz Two-Way Tri-X Wireless Technology

- Wireless transmission distance up to 1700m
- Supports 32 wireless detectors, 8 wireless indoor sounders and 4 wireless outdoor sounders
- Power supply 9 to 24 VDC
- RF frequency 868 MHz
- Wireless security Frequency hopping 128 AES encryption
- Must be compatible with both Tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2

H3.5 wireless ceiling-mount PIR

- Detection Range: 12m/360°
- Transmission Frequency 868MHz
- Transmission Method Two-Way RF Wireless
- Transmission Security AES-128 Encryption
- Standard Battery Life Up to 5 years (standby time)
- Must be compatible with both tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- Frequency hopping against jamming for reliable transmission

H3.6 Wireless Repeater

- 868MHz two-way wireless communication
- Two-way communication, stable and secure
- LED display, show the different feedbacks with easy understanding
- Up to 35 hrs battery backup after mains lost
- Finding and connecting up to 8 PIRCAM or smoke detectors automatically, smart auto-pairing
- Must be compatible with both Tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2

H3.7 Wireless Door/Window contact

- Must be compatible with both Tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- Fully remote configurable through APP
- Frequency hopping against jamming for reliable transmission

H3.8 Wireless External Sounder

- Must be compatible with both tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- 868 MHz two-way wireless communication
- 3 years battery life span
- Front and rear panel tamper-proof
- 3 kinds of alarm sounds: fire alarm, panic alarm, and intrusion alarm
- Buzzer Decibel: 110 dB
- Fully remote configurable through APP
- Frequency hopping against jamming for reliable transmission

H3.9 Wireless LED keypad

- Must be compatible with both Tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- 433MHz two-way wireless communication
- System configuration through LCD screen
- Multiple operations like stay/away arm, disarm, silent alarm, output control
- One-Push fire alarm, panic alarm, and medical alarm
- Fully remote configurable through App

H3.10 Outdoor Wireless Double PIR Detector

- Must be compatible with both Tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- Frequency hopping against jamming for reliable transmission
- Detection range: 18m/90°
- Minimum IP66
- Up to 24 kg pet immunity
- SEC (Smart Environmental Control) - Advanced digital signal processing and 3D optics
- Large integrated memory buffer for image storage
- Easy replaceable battery with PCB protected
- Fully remote configurable through APP

H3.11 Wireless PIR-CAM Detector

- Must be compatible with both Tier1 and Tier 2 wireless alarm systems as per section H3.1 & H3.2
- Detection range: 12m / 85.9°
- Up to 30KG pet immunity
- SEC (Smart Environmental Control) - Advanced digital signal processing and 3D optics
- Fully remote configurable through App
- Frequency hopping against jamming for reliable transmission

H3.12 Wireless Hybrid control Superior panel Tier 3

- Wireless control panel must support for photo verification
- Connectable via Ethernet, Wi-Fi, and two SIM cards (2G/LTE)
- Up to 250 devices
- Up to 5 range extenders
- up to 10 sirens
- up to 224 NVRs and up to 492 standalone cameras
- up to 200 users
- Frequency bands(865.0–868.0 MHz, 868.0–868.6 MHz, 868.7–869.2 MHz, 869.4–869.65 MHz)
- Radio communication range up to 3,500 m Between a hub and a radio signal range extender, or between a range extender and connected devices.
- 2 × micro SIM slot
- 802.11 b/g/n WiFi module

H3.13 Wireless Hybrid Hub Tier 3

- Works with up to 999 Fibra and Jeweller devices
- 8 Onboard Inputs
- Connectable via Ethernet, Wi-Fi, and two SIM cards
- Must be compatible with both Tier 3 wireless alarm systems as per section H3.12

H3.14 Wireless radio signal range extender Tier 3

- Must be compatible with Tier 3 wireless alarm systems as per section H3.12
- Works with up to 999 Fibra and Jeweller devices
- Frequency bands(865.0–868.0 MHz, 868.0–868.6 MHz, 868.7–869.2 MHz, 869.4–869.65 MHz)

H3.15 Wireless Door/Window contact Tier 3

- Must be compatible with both Tier 3 wireless alarm systems as per section H3.12
- Two-way communication.
- Radio communication uses frequency hopping to prevent interception and jamming
- 2 reed switches

H3.16 Wireless PIR motion detector with extended photo verification Tier 3

- Must be compatible with Tier 3 wireless alarm systems as per section H3.12
- Two-way communication.
- Radio communication uses frequency hopping to prevent interception and jamming
- Motion detection distance of up to 12 meters
- IR illumination for night photography and low-light conditions
- Battery life up to 3 years

H3.17 Wireless keypad with a touch screen Tier 3

- Must be compatible with Tier 3 wireless alarm systems as per section A3.12
- Radio communication range up to 2500 m
- Two-way communication
- Radio communication uses frequency hopping to prevent interception and jamming

H3.18 Wireless Outdoor PIR motion detector with extended photo verification Tier 3

- Must be compatible with Tier 3 wireless alarm systems as per section H3.12
- Two-way communication.
- Radio communication range up to 1700 m
- Radio communication uses frequency hopping to prevent interception and jamming
- Motion detection distance of up to 15 meters
- IR illumination for night photography and low-light conditions
- Up to 5 photos by alarm activation.
- Battery life up to 3 Years

H3.19 Wireless 4 button key fob with a panic button Tier 3

- Must be compatible with Tier 3 wireless alarm systems as per section H3.12
- Radio communication range up to 1300 m
- Two-way communication
- Radio communication uses frequency hopping to prevent interception and jamming
- Frequency bands (865.0–868.0 MHz, 868.0–868.6 MHz, 868.7–869.2 MHz, 869.4–869.65 MHz)

H3.20 Wireless Battery Powered (off grid) Hub Tier 3

- Must be compatible with Tier 3 wireless alarm systems as per section H3.12
- Autonomous Operation: On an internal battery in Battery saving mode up to 23 months
- Device operating DC voltage range: 3.5–16 V

H3.21 Replacement 3V Lithium Battery - CR123A for Wireless Detectors

- Voltage: 3.0V (non-rechargeable)
- Dimensions: 34mm (height) × 17mm (diameter)
- Chemistry: Lithium Manganese Dioxide (LiMnO₂)
- High Energy Densities: 270wh/kg - 510wh/l
- Capacity: 1600mAh
- Low self-Discharge rate
- Wide Operating Temperature: -40° C and +60° C

H3.22 Alarm Panel Software license

- Compatible with H3.1 and H3.2
- Alarm Panel Software license extension that enables the centralized management of one security alarm panel. It bridges physical intrusion detection with surveillance system.
- Key Specifications & Features
- Device Capacity: Manage and monitor 1* alarm panel device per license.
- Core Functions:
- Remote arming and disarming capabilities.
- Centralized monitoring and control of intrusion alarms and peripheral zones. 1 alarm panel license1 alarm panel license
- Real-time alarm pop-ups and event linkages with cameras.
- Event Logging: Records a full history of alarms and events for system audits.

H3.23 Restricted zone Tripwire (virtual line) detection Camera

- Compatibility: (Wireless Hybrid control Superior panel Tier 3, H3.12)
- Power supply unit: 12 V $\pm$ 20%, 1 A
- Operating temperature: 30 C to +60 C
- Resolution: 5 MP, 2,880 x 1,620 px
- Frame Rate: 25 fps
- Lens: 2.8 mm:
- Viewing angle: 100° to 110° Viewing Angle
- Ethernet port: PoE Standard 802.3af, Class 3
- Ethernet Communication channel: up to 100 Mbps
- Protection Class: IP67, IK08 (Outdoor Rated)
- Detection: 65 m
- Observation: 26 m
- Recognition: 13 m
- Identification: 6.5 m
- Video protocol: Jet Sparrow or equivalent
- Dynamic range: 120 dB (True WDR)
- Object detection (using AI): Humans, Pets, Vehicles.
- Smart IR illumination: up to 50 m
- Secure Boot: Protection against firmware spoofing
- OTA signature verification: Secure automatic firmware update.
- ONVIF authorization: Profile S
- Storage: microSD up to 256 GB Class V30 or faster.

H3.24 Liveguard Tripwire (virtual line) detection Camera

- Compatibility: (64 hybrid control panel with onboard wired zones Tier 2, H3.2)
- Lens: 4 mm:
- Detection: 80 m
- Observation: 31.7m
- Recognition: 16 m
- Identification: 8 m
- Interface: 1* Alarm Input, 1* Output (max. 24 VDC/24 VAC, 1 A)
- Power supply unit: 12 VDC $\pm$ 25%
- Operating temperature: 30 C to +60 C
- Resolution: 2688 $\times$ 1520
- Shutter Speed :1/3 s to 1/100,000 s
- Viewing angle: Pan: 0° to 360°, tilt: 0° to 90°, rotate: 0° to 360°
- Ethernet port: PoE Standard 802.3af, Class 3
- Built-in Microphone: Yes
- Protection Class: IP67,
- Protocols: TCP/IP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, NTP, UPnP, SMTP, IGMP, 802.1X, QoS, IPv4, IPv6, UDP, Bonjour, SSL/TLS, PPPoE, SNMP, ARP, WebSocket, WebSockets
- Dynamic range: 120 dB
- Supplement Light Type: IR
- IR Range: Up to 60 m
- IR Wavelength: 850 nm
- Smart Supplement Light: Yes
- Visual Alarm: Yes
- ONVIF authorization: Profile G, S & T
- Network Storage: NAS (NFS, SMB/CIFS), auto network replenishment (ANR) Together with high-end memory card, memory card encryption and health detection shall be supported

H3.25 Wired Superior Keypad Touchscreen

- Compatibility: (Wireless Hybrid control Superior panel Tier 3, H3.12)
- Display Resolution: 5-inch IPS, 480 × 854 px capacitive touch screen
- Communication: 2-way Fibra wired protocol or equivalent
- Power Supply: from the Fibra line, with built-in backup AA batteries
- Security & Safety: Advanced anti-sabotage (tamper alerts)
- Environment: -10° C to 40°C
- Fibra line length: up to 2,000 m
- Access codes: up to 50 personal codes
- Protection class: IP30, IK06

H3.26 Wired Superior Keypad Touch

- Compatibility: (Wireless Hybrid control Superior panel Tier 3, H3.12)
- Communication Technology: Fibra two-way wired bus protocol or equivalent
- Max Communication Range: Up to 2,000 m (using U/UTP cat.5 twisted pair)
- Authentication Options: Key codes, proximity [Pass/Tag devices], Bluetooth (BLE) via smartphone, or personal/duress codes
- Tamper Protection: Yes
- Keypad's operating voltage range: 5–26 V=, up to 487 mW
- Protection class: IP50, IK0

H3.27 Wired Superior MotionCam

- Wired PIR motion detector with extended photo verification possibilities. It shall use the bus technology to provide secure, encrypted, and tamper-resistant wired communication while instantly capturing visual evidence upon detecting an intrusion
- Compatibility: H3.12 (Wireless Hybrid control Superior panel Tier 3)
- Detection: PIR sensor
- Motion detection distance: up to 12 meters*
- Motion detection angles: horizontal — 88.5°
- Motion detection speed: from 0.3 to 2.0 m/s
- Pet immunity: up to 20 kg & up to 50 cm in height
- Sensitivity: 4 levels
- Temperature compensation: Effective motion detection within -10 °C to +40 °C range.
- Photo verification: Photo by alarm (The built-in camera is activated if the detector is armed and motion is detected.)
- Adjustable photo resolution:
 - 640 × 480 px
 - 320 × 240 px (default)
 - 160 × 120 px
- IR illumination: For night photography and low light conditions.
- Sabotage protection: Tamper alarm
- Operating voltage range: 7–30 V (The detector shall be powered by the control panel.)

H3.28 Smart Managed 8-Port 100 Mbps PoE Switch

- PoE: Yes
- Ethernet Port: 8
- Ethernet Port Speed: 10/100 Mbps
- Ethernet Port Uplink Speed: 10/100/1000 Mbps
- Description of Function Slots: Port 1-8: 8 × RJ-45 10/100 Mbps (PoE); Port 9-10: 2 × RJ-45 10/100/1000 Mbps uplink)
- Reset Button: 1
- Power Type: External power adapter.
- Power Output: 54 VDC (Direct Current), 2.22 A
- Operating Temperature: -10 °C to +55
- Operating Humidity: -° 5% to -95% (RH), non-condensing

- Power Consumption: Full load, 110 W
- Layer: Layer 2
- Management Type: Yes
- Communication Standard: IEEE802.3; IEEE802.3u; IEEE802.3x; IEEE802.3ab
- PoE Protocol: IEEE802.3af; IEEE802.3at; Hi-PoE; IEEE802.3bt
- PoE Power: Port 1 ≤ 90 W, Port 2-8 ≤ 30 W, total ≤ 110 W
- PoE Power Consumption Management: Yes
- Long Distance PoE Transmission: Yes
- Equipment Management: Web management;
- Statics Protection: Air discharge: 8 kV;
- Contact discharge: 6 kV
- Lighting Protection Common mode: 4 kV; Differential mode: 2 kV
- Casing Material: Sheet metal

I4 – Motion Detectors and Contacts

I4.1 Analog Single-Optic PIR

- 11m (35ft) X 11m (35ft); 110° viewing angle
- Solid-state relay
- Anti-tamper switch
- Extremely high EMI and RFI rejection
- Can be used with Swivel-Mount Bracket

I4.2 High-Performance Digital Infrared Motion Detector

- Even detection, no dead zones within the protected range
- Response to movements - slow and fast
- False alarm immunity-Dual/ Single Edge Processing
- Digital temperature compensation
- RF immunity
- 5 levels of sensitivity
- Adjustable creep zone
- Pet resistant
- Can be used with Swivel-Mount Bracket

I4.3 Wall/Ceiling Bracket for Digital Infrared Motion Detector

- support the associated Digital Infrared Motion Detector
- include mounting hardware and accessories
- be corrosion resistant where applicable.

I4.4 High-Security Digital Motion Detector with Pet Immunity

- Dual optics (2 dual opposed element sensors)
- superior pet immunity using a patented combination of advanced optics and digital processing technologies
- Immune to pets weighing up to 40kg
- Digital Dual Opposed Detection
- 11m (35ft) X 11m (35ft); 90° viewing angle
- Can be used with Swivel-Mount Bracket

I4.5 Outdoor High-Security Digital Motion Detector Module

- Impact and temperature resistant casing (-35°C to 50°C / -31°F to 122°F)
- Digital Motion Detection
- Dual Optical Filtering System
- UV protected lens
- Multi-level sensitivity adjustment
- Two operational modes (Bus or Relay operation)
- Can be used with the Heavy Duty Outdoor Swivel Bracket
- 11m (35ft) X 11m (35ft); 90° viewing angle

I4.6 Heavy duty Outdoor Swivel Bracket

- support the associated Outdoor High-Security Digital Motion Detector Module
- include mounting hardware and accessories
- be corrosion resistant.

I4.7 360° Ceiling Mounted Digital Motion Detector

- Two operational modes
- Dual opposed element sensor
- Digital Detection
- 7m x 6m (24ft x 20ft) at 2.4m (8ft)
- 11m x 6m (35ft x 20ft) at 3.7m (12ft)
- 360° viewing angle

I4.8 Wireless Digital Outdoor Dual Side-View Detector with 4x Dual Sensors

- Dual side anti-masking detection - Active IR detection, fast 20 seconds detection designed for outdoor detecting sprayed liquids and blocking items up to 25 cm (10 in.)
- Pet Immunity capability, up to 40 kg
- 4 dual element sensors arrangement
- High efficiency long focal point (1.77 in.) LoDiff lens
- Combination optics - mirror and Fresnel Lens for optimal sharp detection
- Single or Dual operation modes
- Optical and digital range adjustments
- Wall-mount, with built-in level tool
- Compatible with Wireless Expansion Module for panel - Tier 1 & 2 (Section G2.9 & G2.10)

I4.9 Wireless Indoor Digital Dual-Optic High-Performance PIR

- Dual optics (2 dual opposed element sensors)
- Immune to animals weighing up to 40kg
- Digital Dual Opposed Detection
- Digital Shield algorithm with adjustable sensitivity
- Single or Dual Edge Processing
- 11m x 11m (35ft x 35ft) with 90° viewing angle
- Automatic Temperature Compensation
- Dual tamper (wall/cover)
- Compatible with Wireless Expansion Module for panel -Tier 1 & 2(Section G2.9 & G2.10)

I4.10 Wireless Outdoor Digital Dual-Optic High-Performance PIR

- Impact and temperature resistant casing
- Can be used with the Heavy Duty Outdoor Swivel Bracket
- Digital Dual Opposed Detection
- Digital Shield algorithm with adjustable sensitivity
- Dual optics
- Multi-level sensitivity adjustment
- Compatible with Wireless Expansion Module for panel - Tier 1 & 2(Section G2.9 & G2.10)
- UV protected lens
- Operates at -35°C to +50°C

I4.11 Wireless 2-Zone Long-Range Door Contact

- 2-zone capabilities where each zone is independent and has its own serial number
- Wireless range in a typical residential environment 40 meters
- Built-in strip antenna
- Available in 433 or 868MHz
- Anti-tamper switch
- Compatible with Wireless Expansion Module for panel -Tier 1 & 2 (Section G2.9 & G2.10)

I4.12 Small Door Contact

- N/C Gold plated reed switch

I4.13 Heavy Duty Door Contact

- N/C Gold plated heavy duty Reed switch

I4.14 Heavy duty roller shutter magnetic contact

Shall be provided for the protection of roller shutter doors, industrial doors, warehouse access points and other large movable barriers.

The device shall be suitable for industrial and high-security environments and shall be capable of reliable operation under conditions where vibration, movement or environmental exposure may occur.

The contact shall:

- be of heavy-duty construction suitable for mounting on metal roller shutter doors
- include high-impact resistant housing
- be suitable for surface mounting
- include tamper protection where applicable

The magnetic contact shall operate on a normally closed (NC) circuit and shall provide reliable detection when the protected door or shutter is opened.

The device shall include:

- high-strength permanent magnet
- wide operating gap suitable for roller shutter installations
- secure mounting brackets or hardware suitable for industrial installations

Where installed externally or in harsh environments, the contact shall be:

- corrosion resistant
- weather resistant where applicable
- suitable for operation within typical outdoor temperature ranges

The device shall be compatible with the alarm control panels specified under this contract and shall be capable of integration into the zone wiring configuration of the security alarm system.

Installation shall ensure that:

- the magnet and contact alignment remains stable during normal door operation
- cabling is protected against mechanical damage
- the contact is securely fixed to prevent tampering or displacement.

I4.15 Infrared Beam 3 Beam 100 Meters

- Precision optical focusing lens technology and bus control technology
- Distance outdoor 100 meters and indoor 300 meters
- 3 beams
- Switch signal output(NO/NC)

I4.16 Infrared Beam 4 Beam 200 Meters

- Precision optical focusing lens technology and bus control technology
- Distance outdoor 200 meters and indoor 600 meters
- 4 beams
- Switch signal output(NO/NC)

J5 – Remote and Receivers for alarm panels**J5.1 2-Way Remote Control with Backlit Buttons**

- Supports StayD
- Built-in transceiver (433 MHz or 868 MHz)
- Displays system status using visual (LED) and auditory feedback
- Press the Status button at any time to receive the system status
- Compact, water-resistant design with backlight for buttons
- Wireless range in a typical residential environment:45 Meters
- Be compatible with G2.9 and G2.10

J5.2 Transmitter TX1 434MHz

- 404MHz and 434MHz
- Single Chanel

J5.3 Transmitter TX4 434MHz

- 404MHz and 434MHz

- 4 Chanel

J5.4 Receiver Rx1 434MHz

- 404MHz and 434MHz
- Single Chanel
- Dry contact
- Latch, Pulse or Momentary
- 31 remotes

J5.5 Receiver Rx3 434MHz

- 404MHz and 434MHz
- 3 Chanel
- Dry contact
- Latch, Pulse or Momentary
- 31 remotes

J5.6 Transmitter long range (500m) 433MHz

- Moisture proof design
- 12V battery operation (23A Alkaline battery)
- LED flashes when there is a low battery condition
- Encryption: Code-Hopping
- Range: 500m (Open air)
- Frequencies: 403MHz / 433MHz

J5.7 Receiver Long range 4 Ch Receiver 433MHz

- Encryption: Code-hopping
- Range: 500m (Open air)
- Frequency: 403MHz / 433MHz
- RX4-500 64 Remotes Voltage Range: 10V to 26V AC/DC
- Latch or Momentary
- 12 - 24V AC/DC input

J5.8 Transmitter Holders

- For J5.2 & J5.3

K6 – Security alarm accessories

K6.1 Metal Box for alarm panel

- Provision for multiple module and panel mounting
- Many punch-out holes for simple wiring
- Easy door removal
- 28cm X 28cm X 7.6cm

K6.2 Plastic Enclosure for Alarm Panel Expansion Module

- For use of Expanders as per Section G2.7 & G2.8

K6.3 12V Battery Lithium 8AH

- Rated Capacity: 8Ah
- 3000+ cycle
- Built-in Battery Management System (BMS) and full protection
- Suitable SLA Replacement – Gate Motor, Energizer, Alarm System, UPS, etc

K6.4 12V Battery Lithium 18AH

- Rated Capacity: 18Ah
- 3000+ cycle
- Built-in Battery Management System (BMS) and full protection

K6.5 23A 12V Alkaline Battery

- 23A 12V Alkaline Battery

- Capacity: 50mAh

K6.6 6A Lithium Battery Backup Power-Supply

- Input Voltage Range: 110V ~ 230V AC 50Hz
- Output Voltage: 13V ~ 14.4V Adjustable
- Max Current output: 6A DC / 75Watts
- Charging of 18-A22AH (12.8V) Lithium batteries
- Over voltage protection >15V
- Fuse protection on AC input
- ABS Plastic enclosure

K6.7 50VA 16VAC Transformer with lightning Protection

- Power Rating: 50VA (50W)
- Output Voltage: 16VAC
- Input Voltage : 195-265 Vac
- Short Circuit Protection : Automatic recovery

K6.14 15W One tone White Siren

- Weather-resistant ABS housing for both indoor and outdoor installations
- 15W power single tone
- 12VDC

K6.15 30W Siren

- 30w 2 Tone
- Weather-resistant ABS housing for outdoor installations
- 12VDC
- Current 1200mA, +/- 125 DB

K6.22 Battery lead acid 12v 7ah

- Battery Type: Lead-Acid
- Standby Use: 13.6 - 13.8 V

M8. Early Warning Vibration Detection IOT Sensors

- Applicable to items M8.1, M8.2 and M8.3

Application: Underground and Overhead Cables

The Early Warning Sensor shall have at least a 5year battery life, specifically used for monitoring or to effectively deter tampering of cables. It shall comprise a 3-Axis accelerometer which allows the Early Warning Sensor to enter an ultra-low power state yet still wakeup immediately on detection of movement allowing for the sensor to be used for monitoring of movement or Tilt on any assets that should be stationary. The ruggedized sensor shall allow for real-time monitoring and incorporates Bluetooth Low Energy (BLE) Functionality which enables the device to distinguish between authorized and unauthorized access (Alarm Event)

Sensors shall be configurable to the City of Cape Town's existing Alarm Receiving Center (ARC) Patriot Monitoring Software or similar ARC software at no integration cost to the City. An option of a web application and user mobile app shall be possible.

- Application: Detecting Vibration, Movement (Displacement), and Tilt
- Input Trigger: Vibration/Movement (Accelerometer-based)
- Visual Indication: Typically N/A (or hidden LED)
- Power Source: 1.5 – 6 V dc (commonly 3.6V LiSOCl2)
- Battery Type: Lithium
- Expected Battery Life Span: Up to 5–8 years
- Environmental Data:
 - Ingress Protection Rating: IP66 or higher
 - Operating Temperature: -40°C to 85°C
 - Humidity: Up to 90%–95% relative humidity
- Circuit Board Protection: Conformal Coating implies hardened)]
- Communication/Radio:
 - Connectivity: Sigfox or equivalent

- Antenna Type: Internal Integrated Antenna
- Geographic Mapping of Devices
- Geo-Fence capability

Web application to display the following: Signal Strength, Battery Level, Device ID; Subscription Start/ End; Last Seen, Alert Status; Depot (i.e. North, South, East). The system overview shall be possible (Online vs Offline vs In Alarm) and the ability to download historical events.

Installations

The following functionality is required:

1. The security alarm systems central alarm controller and modules must be compatible with the City of Cape Town existing infrastructure and software. These shall be housed in metal boxes with locks and keys.
2. The main Passive Infrared Detectors (PIR) and magnetic contacts for doors shall be design in such a way that each circuit and zone to cater for the requirements of the site and on it own zone input.
3. End of line resistors shall be installed at the correct position, not at the panel.
4. The installer and master codes shall be provided to the City's Representative at the time of handover
5. LTE communicators shall be compatible with the City of Cape Town existing infrastructure and transmission frequencies.
6. The contractor shall ensure there is adequate coverage by a PIR at the point where the communicator and panel is installed
7. The 12VDC supply for the communicator and BUS equipment shall be supplied directly from the power supply using not less than 0.5mm² two core Cab tyre cable.
8. The alarm panel shall be powered from 16VAC-50VA transformer
9. The Security Alarm System shall be mounted in a secure position as per the CCT requirement and shall have a dedicated supply.
10. The security alarm shall be installed following the correct installation guides of the manufacturer
11. The installation shall be of an industry recognised standard to the satisfaction of the City's Representative. Alarm systems installed needs to be compliant with the South African Intruder Detection Services Association (S.A.I.D.S.A) Bylaws.
12. All cables shall be properly marked end to end, to enable easy tracing from accurate as-built documentation as per the CCT standard used for cabling and routing.
13. Upon completion of the agreed SOW, a detailed schematic diagram of the installation indicating positions, routes and terminations shall be supplied to the CCT together with the hand over documentation on completion of each new installation
14. No solid core cable shall be used
15. All wiring that is polarity dependent shall be colour coded
16. All cable laid in trenches shall be protected by 32mm diameter high-density polyethylene ducting. The trenching shall not be less than 400mm deep and shall have manholes or draw pits when cable runs are longer than 50m or have bends greater than 30 degrees
17. Door contact switches and PIR shall be fastened with self-tapping screws and not glued. It may only be glued if no facility for screws exists on door contacts
18. Each installer should have an OEM certification or have a minimum NQF level 4.

O10 – Control Room Monitoring Service

- City of Cape Town may require the services of an external intrusion alarm monitoring control room. The control room shall be SAIDSA compliant and be able to monitor alarm panel events on a 24/7 basis.

P11 – Exceptional Works

GENERAL REQUIREMENTS

Bill P makes provision for exceptional labour-based resources and specialist labour activities associated with Security Alarm works that cannot reasonably be accommodated under the standard Schedule of Rates items contained elsewhere within this contract.

The resources listed under Bill P are intended strictly for exceptional circumstances and shall not be utilised for ordinary or repetitive works that are already covered elsewhere in the Schedule of Rates.

Bill P may be utilised where:

- equipment is free-issued by the City to the Service Provider for installation;
- labour-only activities are required;
- extraordinary or non-standard Security Alarm works are required;
- specialist labour resources are required for unforeseen or site-specific circumstances;
- additional labour activities are required which are not reasonably covered elsewhere in the contract.

The City reserves the right to:

- utilise the resources listed under Bill P in whole or in part;
- not utilise the resources at all;
- reduce, omit or deduct any Bill P item entirely;
- instruct alternative implementation approaches where required.

APPLICABILITY OF BILL P

Bill P shall only apply where all of the following conditions are met:

- the required labour activity is not specifically covered elsewhere within the Schedule of Rates;
- the requirement is exceptional, extraordinary or site-specific in nature;
- the work relates directly to Security Alarm infrastructure or associated systems;
- prior written approval has been obtained from the City or the Project Manager before commencement of the work.

FREE-ISSUE EQUIPMENT

Where equipment is free-issued by the City:

- ownership of the equipment shall remain with the City;
- the Service Provider shall take reasonable care during handling, transport, storage and installation;
- the Service Provider shall inspect the equipment upon receipt and report visible defects or shortages before installation.

Bill P labour items associated with free-issued equipment may include:

- installation;
- mounting;
- positioning;
- alignment;
- commissioning;
- testing;
- integration;
- labour-only replacement activities.

LABOUR-ONLY WORKS

Labour-only works under Bill P may include:

- installation of City-issued equipment;
- relocation of existing Security Alarm equipment;
- specialised recommissioning;
- non-standard integration labour;
- extraordinary troubleshooting activities;
- specialist configuration activities;
- site-specific labour activities not otherwise covered.

Labour resources shall only be utilised:

- to the extent instructed by the City or Project Manager;
- for the approved scope of work;
- for the approved duration where applicable.

Q12 - Exceptional Non-Standard Materials/Ancillaries**GENERAL REQUIREMENTS**

Bill Q makes provision for exceptional, non-standard, bespoke or site-specific materials, components and ancillaries associated with Security Alarm works that cannot reasonably be accommodated under the standard Schedule of Rates items contained elsewhere within this contract.

The Schedule of Rates has been intentionally structured to comprehensively accommodate the anticipated materials, equipment and ancillary components associated with Security Alarm installations, maintenance, upgrades and associated works.

Accordingly, Bill Q shall:

- only be utilised in exceptional circumstances;
- not be used for ordinary or repetitive materials;
- not be used to circumvent fixed Schedule of Rates items;
- not be used where a reasonable equivalent item already exists elsewhere in the contract.

Bill Q is intended strictly for extraordinary or unforeseen requirements which:

- are custom, bespoke or highly specialised in nature;
- are site-specific;
- could not reasonably have been anticipated during compilation of the Schedule of Rates;
- and are not reasonably covered under the relevant line items.

APPLICABILITY OF BILL Q

Bill Q shall only apply where all of the following conditions are met:

- the required material, ancillary or component is not specifically covered elsewhere within the Schedule of Rates;
- the requirement is exceptional, bespoke, extraordinary or site-specific in nature;

TYPES OF MATERIALS / ANCILLARIES

Exceptional materials or ancillaries under Bill Q may include, where approved:

- bespoke fabricated brackets or supports;
- custom enclosures;
- specialised environmental protection components;
- specialised interface modules;
- custom mounting systems;
- non-standard industrial components;
- specialist networking interfaces;
- specialised communication devices;
- site-specific protection systems;
- extraordinary cable management systems;
- bespoke stainless steel or corrosion-resistant fabrications;
- custom integration hardware;
- extraordinary OEM-specific ancillaries not otherwise covered.

R13 – Third-Party & Specialist Services**GENERAL REQUIREMENTS**

Bill R makes provision for specialised third-party and OEM-supported services associated with Security Alarm systems and related infrastructure where such services:

- cannot reasonably be undertaken by the Service Provider;
- require OEM accreditation, certification or authorisation;
- require specialist engineering input;
- require specialist testing or integration support;

- or are considered exceptional in nature.

Bill R is intended strictly for exceptional or specialised support services not reasonably covered elsewhere within the Schedule of Rates.

The Schedule of Rates has been intentionally structured to comprehensively accommodate standard installation, configuration, commissioning, maintenance and support activities.

Accordingly, Bill R shall:

- only be utilised in exceptional circumstances;
- not be used for ordinary installation or maintenance activities;
- not be used where the Service Provider is reasonably expected to possess the required competency;

R13.1 – Third-Party Specialist Services

This item applies to specialist services required from an external third-party service provider where the service cannot reasonably be performed by the Service Provider.

This may include specialist testing, certification, engineering input, compliance support, or other Security Alarm-related specialist services not otherwise priced.

R13.3 – OEM Specialist Support Not Otherwise Priced

This item applies where specialist OEM support is required and such support is not otherwise covered under the Schedule of Rates.

This may include OEM diagnostics, OEM engineering assistance, OEM-certified configuration, OEM compatibility verification, firmware recovery, or OEM technical support required for existing or newly installed Security Alarm systems.

R13.5 – OEM-Specific Security Alarm Equipment and Licences

This item applies only where OEM-specific Security Alarm equipment, software or licences are required and cannot reasonably be substituted with an OEM-agnostic equivalent already priced elsewhere in the Schedule of Rates.

S14 - MAINTENANCE & FAULT RESPONSE

GENERAL REQUIREMENTS

Bill S covers preventative maintenance, reactive maintenance, fault response, fault diagnosis, firmware/software updates and associated maintenance activities relating to Security Alarm systems and associated infrastructure.

The purpose of Bill S is to:

- maintain operational reliability of Security Alarm systems;
- minimise system downtime;
- proactively identify faults or degradation;
- maintain system integrity;
- support continued operational performance of Security Alarm infrastructure.

All maintenance activities shall:

- be undertaken by OEM certified personnel or personnel with a minimum NQF level 4 in the relevant electrical/electronic field;
- comply with applicable OEM requirements;
- comply with applicable Occupational Health and Safety requirements;
- minimise disruption to operational facilities.

The Service Provider shall:

- maintain accurate maintenance records;
- maintain configuration control;
- utilise competent personnel;
- ensure that maintenance activities do not invalidate OEM warranties.

Maintenance records shall include:

- date and time of attendance;
- equipment attended to;
- faults identified;
- corrective actions undertaken;
- firmware/software updates performed where applicable;
- unresolved issues requiring further action.

The City reserves the right to audit maintenance records and maintenance activities.

Replacement equipment shall generally be claimed separately under the relevant Schedule of rates line items where applicable.

S14.1 – S14.3 SCHEDULED PREVENTATIVE MAINTENANCE VISITS

These items apply to scheduled preventative maintenance visits for Security Alarm systems based on the number of zones at any given facility.

The applicable item shall be selected according to the total number of zones connected to the Security Alarm systems at the time of maintenance.

Preventative maintenance visits shall include, where applicable:

- visual inspection of Security Alarm components and associated equipment;
- Battery tests
- Communication link to control
- Confirmation that all zones are linked to the panel (Controller)
- Where applicable, testing of all zones to determine functionality
- verification of alarm system connectivity;
- inspection of mounting brackets and supports;
- inspection for corrosion, water ingress or physical damage;
- verification of wireless link stability where applicable;
- inspection of accessible cabling and terminations;
- identification of failed or unstable equipment;
- identification of deteriorating components;
- All cabling, communication and power must be securely anchored or inside cable trunking
- recommendations for corrective action where applicable.
- submission of a maintenance report

Preventative maintenance excludes:

- replacement equipment;
- major repairs;
- major recommissioning works;
- replacement cabling;
- specialist OEM services.

CALL-OUT REQUIREMENTS (APPLICABLE TO S14.6 – S14.8)

Call-out items under Bill S are intended strictly for unplanned reactive maintenance incidents requiring attendance within expedited response timeframes. Call-out items will be regarded as an exception and the following requirements must be met prior to the approval of a call-out fee.

Call-out items shall only apply where:

- the attendance is reactive and unplanned;
- the attendance relates to a reported fault, outage or operational incident;
- a rapid response is reasonably required to restore or stabilise Security Alarm operations.

Call-out items shall not apply to:

- planned works;
- scheduled maintenance;
- installation works;
- upgrade works;
- commissioning works;
- programmed replacement works;
- return visits resulting from Service Provider error;
- warranty-related defects;
- follow-up visits relating to the same unresolved incident unless expressly approved by the City.

The items shall be deemed to generally include:

- mobilisation;
- travel;
- attendance;
- preliminary fault investigation;
- initial fault diagnosis;
- temporary stabilisation where reasonably possible.

Call-out fees shall not include:

- replacement equipment;
- repair materials;
- specialist OEM support;
- major repair works;
- access equipment unless specifically approved.
- Only one (1) call-out fee may be claimed per incident unless otherwise approved in writing by the City.

S14.6 EMERGENCY CALL-OUT

Emergency call-outs apply to critical incidents requiring immediate or priority response due to significant operational, safety or security impact.

Emergency call-outs may apply where:

- there is total Security Alarm system failure;
- there is complete loss of recording capability at a critical site;
- there is failure affecting critical municipal operations or public safety;
- there is a major network or infrastructure failure causing widespread Security Alarm system outage;
- The Service Provider is required to resolve the emergency call-out within 2 hours;
- urgent stabilisation is required to mitigate operational or security risk.

Emergency call-outs are intended for:

- severe operational incidents;
- mission-critical outages;
- incidents requiring immediate attendance.

S14.7 URGENT CALL-OUT

Urgent call-outs apply to significant but non-critical incidents requiring accelerated response to restore operational functionality.

- Urgent call-outs may apply where:
- there is partial Security Alarm system failure;
- operational functionality is materially degraded;
- The Service Provider is required to resolve the urgent call-out within 4 hours;

- a site remains partially operational but performance is significantly impacted.
- Urgent call-outs are intended for:

- important operational faults;
- degraded monitoring capability;
- failures requiring prompt attention but not immediate emergency response.

S14.8 NORMAL CALL-OUT

- Normal call-outs apply to non-critical faults requiring reactive attendance but not requiring emergency or urgent response.
- Normal call-outs may apply where:
 - isolated alarm components have failed;
 - minor faults are present;
 - isolated operational issues exist that do not materially affect overall system functionality;
- The Service Provider is required to resolve the Normal call-out within 8 hours;
- reactive attendance is required for standard fault investigation.

Normal call-outs are intended for:

- low-risk operational faults;
- isolated equipment failures;
- standard reactive maintenance incidents.

S14.9 – S14.10 Firmware / software update to Security Alarm Systems

This item applies to firmware and software updates for Security Alarm panels and associated equipment.

The Contractor shall update the firmware and/or software of security alarm system components to the latest OEM-approved stable release available at the time of implementation.

The scope shall include, but not be limited to:

- Updating the firmware of the alarm control panel(s), keypads, expanders, communicators, input/output modules and any other compatible field devices where applicable.
- Updating associated alarm management software, configuration software and communication software to the latest supported versions.
- Verifying compatibility between all upgraded hardware and software components prior to implementation.
- Backing up the complete system configuration before commencing any upgrades.
- Restoring and validating all programming, user permissions, schedules, zones, outputs, reporting functions and integrations following completion of the upgrade.
- Conducting functional testing to confirm that all alarm functions operate correctly after the upgrade, including alarm reporting, communications, arming/disarming, zone operation and integration with any third-party systems.
- Rectifying any issues arising directly from the upgrade at no additional cost.
- Providing a report detailing:
 - Previous firmware/software versions.
 - Updated firmware/software versions.
 - Date of upgrade.
 - Components upgraded.
 - Test results confirming successful operation.

The Service Provider shall ensure updates:

- do not compromise reporting and operational integrity.

This item excludes

- replacement hardware;
- relicensing costs.

T15 – REMOVAL AND DECOMMISSIONING

Removal and decommissioning of Security Alarm system equipment and components will be deemed to be included in the items throughout the Schedule of Rates.

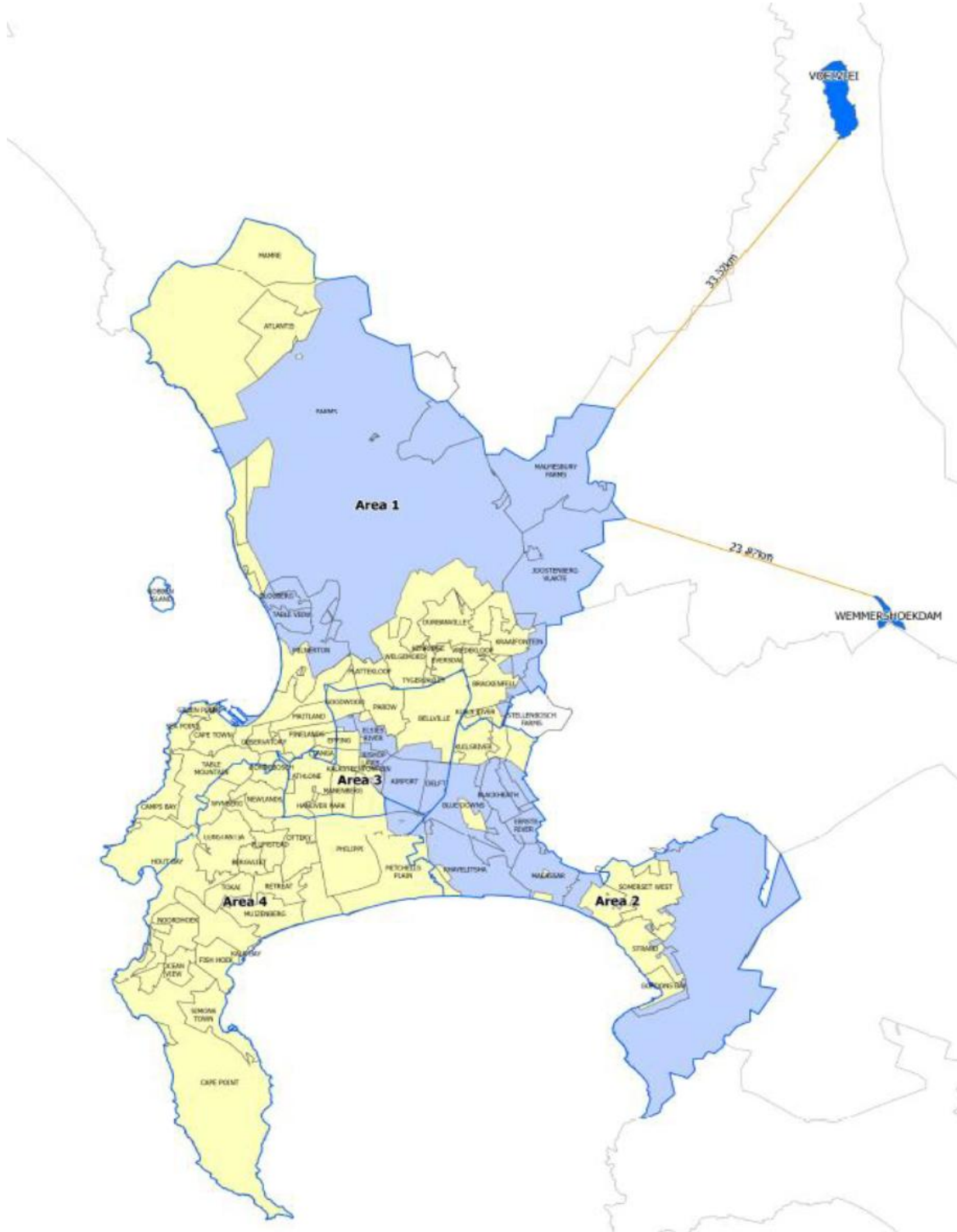
Item T15.1 will only be used:

- When removal and decommission is an isolated project.

5.5 LOCATION OF THE WORKS

The entire City of Cape Town municipal area, is shown below. Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be either to the north or east of the road in question.

In addition to the below, Steenbras Dam and catchment as well as Kogelbaai nature reserve will be deemed to be included in the contract.



C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:
- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;
 - 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
 - 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;

- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

- 5.9.1 that the Service Provider has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the Service Provider's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the Service Provider or about the Service Provider may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the Service Provider indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the Service Provider or the Service Provider's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the Service Provider's consent or to notify the Service Provider of the reason for the processing of the Service Provider's personal information;
- 5.9.5 to the disclosure of the Service Provider's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 5.9.6 that, under POPIA, the Service Provider may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the Service Provider also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing

cover in an amount of not less than **R0** in respect of each and every claim during the contract period. Not Applicable.

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall be as follows from date of Delivery of the Goods and/or Services.

All equipment supplied under this contract shall:

Minimum Warranty Periods

The following minimum warranties shall apply:

- Alarm panels – 2 years
- Detectors and sensors – 2 years
- Communication modules – 2 years
- Power supplies and transformers – 2 years
- Batteries – 1 year

Installer / Workmanship Guarantee

In addition to manufacturer warranties, the Contractor shall provide a minimum twelve (12) month workmanship and installation guarantee covering defects arising from:

- installation
- configuration
- commissioning
- workmanship.

This guarantee shall run concurrently with manufacturer warranties.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.
- 16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.
- 16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a Service Provider, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the Service Provider except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third-party manufacturer/supplier, and which may be stored by the supplier:
Not Applicable	Not Applicable

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **Not Applicable** of the value of any one item being claimed.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third-party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Purchaser delegated authority if such was not included in the bid documents.
- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:
- a) Consumer Price Index (CPI) adjustment as published in statistical release P0141 by Statistics South Africa will be applicable to this tender

- b) The mechanisms as stipulated in **Schedule F.1: Contract Price Adjustment**

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall no arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not 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 obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

Daily Penalty = Works Project Value × 0.5%

22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from amounts payable, financial penalties as contained on the Preference Schedule for breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following to the end of clause 23.1 (b):

has consistently failed to attend compulsory Works Order meetings, has consistently refused work opportunities, or has had a Works order terminated by the employer, then the employer may, at its sole discretion, terminate the Service Provider's framework contract.

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:

23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

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

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

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

23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:
- 26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
 - 26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.
- 26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

- a) hand delivered – on the day delivery of delivery or the next Working Day,
- b) sent by registered mail – five (5) Working Days after mailing,
- c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 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 including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty



Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: **77S/2026/27**

**TENDER DESCRIPTION: SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY
ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

ANNEX 1

**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

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

- 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.

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

[illegible][illegible]

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	
--------------------------------------	--

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
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19												
20												

0 0 R -

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

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

Annexure C - Pro Forma Performance Security / Guarantee

NOT APPLICABLE

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 CCT 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 CCT 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 CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT 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 CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT 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 CCT 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 CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT 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 CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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 D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

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

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

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

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

Amount in words:

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

Payment Guarantee, such demand stating that:

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

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 13 August 2025:

1.1 National Banks

ABSA Bank Limited
FirstRand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC Citibank NA
Credit Agricole Corporate and Investment Bank HSBC Bank PLC
JPMorgan Chase Bank Societe Generale Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasas Insurance Company Limited
Santam Limited

Annexure E.1 – Works Order Acceptance/Refusal Notice

Should the supplier accept the work opportunity, he shall do so on this form as part of his Works Project offer.

Should the supplier wish to refuse the work opportunity, he shall do so on this form, which must be returned to the offices of the Employers representative as soon as possible, but not later than the date for submission of the offer.

The supplier who fails to submit a refusal notice, or an offer, by the due date will be **excluded** from further participation in the work allocation process.

I/We herewith

Accept	☐	}	Tick applicable box
Refuse	☐		

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the **Procedures for the allocation of Works Orders** for the work specified in the Works Order contract document.

I/We accept that no supplier will be allocated work unless the supplier has demonstrated to the satisfaction of the Employer that he has the resources and capacity, required for this Works Project.

I/We agree to the time period specified in the Scope of Work.

CONTRACTOR'S NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....

Annexure E.2 – Contract Performance Metric

Below is the template that will be used to assess performance of the Service Provider per Works Order, on a monthly basis.

VENDOR MONTHLY PERFORMANCE MONITORING TEMPLATE					 CITY OF CAPE TOWN ISIXHO SASEKAPA STAD KAAPSTAD															
OBJECTIVE: TO DOCUMENT MONTHLY PERFORMANCE MONITORING OF VENDOR PERFORMANCE AS REQUIRED IN TERMS OF SECTION 114(2) OF THE MFMA																				
CMT016			Version: 2	CMT016 - September 2023																
CONTRACT ID /TENDER NO		CONTRACT DESCRIPTION		VENDOR																
CRMS WORK PACKAGE NO.		CONTRACT MANAGER (NAME)		ORDERS/DELIVERABLES DUE DURING MONTH UNDER REVIEW																
MONTH UNDER REVIEW		ORDERS/DELIVERABLES DUE		As Per Annexure A																
	Key performance Indicator (KPI)	Descriptor	Measurement	Performance Score (1/2/3)	Purpose															
Quality	Compliant to specification	Goods, services or construction work are provided to contracted specifications/scope of services/scope of works	Value of goods, services or construction work that are rejected as unsuitable for consumption (% of total contract value)		Rejection of goods, services or construction works adds cost to the business and may delay delivery															
Delivery	Delivery in accordance with contract	Goods, services or construction work are provided in good condition, correct volume/quantity and on time	Goods & Services: Value of orders that are received incomplete/late/damaged. Construction works: total value of performance guarantees called up, retention utilised, penalties raised and cost of remedial work (% of total contract value)		Incomplete/incorrect/late orders or works may add time and cost to delivery															
Value for Money	Market related and effective, efficient and economic	Goods, services or construction work are delivered at market related costs	Total contract value as compared to market analysis/trend		Inflated costs above market related prices or trends are indicative of supplier performance which is not effective, efficient and economic which put undue strain on limited financial resources. It may also be indicative of more serious issues such as collusion, corruption etc.															
Customer Service	Issue resolution	Operational issues are resolved timeously or in accordance with contract conditions or applicable Service Level Agreement	Analysis of issues unresolved within required turn around time		Unresolved issues add stress to the relationship and could add both cost and time to delivery															
Environment/ Community	Responsible to physical environment and community	Performance in environmentally responsible way which takes cognisance of community needs/requirements	Analysis of any contravention of environmental legislation or any issues related to supplier performance as raised by community		Non-compliance with environmental legislative framework and community dissatisfaction pose major risk for service delivery															
ASSESSMENT OUTCOME					Comment:															
CONTRACT MANAGER (SIGNATURE AND DATE)																				
Guide - Performance Assessment <table border="1"> <thead> <tr> <th>Score*</th> <th>Values</th> <th>Assessment</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>80-100</td> <td>Outstanding Performance</td> </tr> <tr> <td>2</td> <td>50-79</td> <td>Satisfactory Performance</td> </tr> <tr> <td>1</td> <td>1-49</td> <td>Unsatisfactory Performance</td> </tr> <tr> <td>0</td> <td>0</td> <td>Not applicable</td> </tr> </tbody> </table>						Score*	Values	Assessment	3	80-100	Outstanding Performance	2	50-79	Satisfactory Performance	1	1-49	Unsatisfactory Performance	0	0	Not applicable
Score*	Values	Assessment																		
3	80-100	Outstanding Performance																		
2	50-79	Satisfactory Performance																		
1	1-49	Unsatisfactory Performance																		
0	0	Not applicable																		
Acknowledgement : Haaga - Helia University of Applied Science - H Nguyen																				

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

1. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange-based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	↓ N/A	FIRM PRICES as per Pricing Schedule	Annual	Pricing Schedule C.4 and Schedule F.1 (A)
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	N/A	SEIFSA Index based CPA	Monthly / Quarterly	Schedule F.1 (B)
OR				
C	N/A	Pricelist / Quotation Based CPA	Ad-Hoc	Schedule F.1 (C)
OR				
D	Yes	STATS SA CPI Index Based CPA	Annually	Schedule F.1 (D)
OR/AND				
E	N/A	Sectorial Determination 1: Contract Cleaning Sector	Annually	Schedule F.1 (E)
OR				
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	Schedule F.1 (E)
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>				
F	N/A	ROE based CPA	Ad-Hoc	Schedule F.1 (F)
AND (IF REQUIRED), EITHER				
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	Schedule F.1 (G)

		OR		
H	N/A	Overseas CPI / PPI index-based CPA	Ad-Hoc / Periodic	Schedule F.1 (H)

- 2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

2. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director (**Facilities Management**), City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: **[FM.Contracts@capetown.gov.za]**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index-based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. 6 Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

Schedule F.2: 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 F.3: 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	
-----	--	----	--

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	
-----	--	----	--

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:

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	
-----	--	----	--

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	
-----	--	----	--

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 CCT of any other remedies available to it.

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

Date

Schedule F.4: 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
Total points for Price and SPECIFIC GOALS	100

- 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.

2. 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 90/10 PREFERENCE POINT SYSTEM**

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

90/10

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**POINTS AWARDED FOR PRICE**

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

90/10

Where:

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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 (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(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.)

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Promotion of Micro and Small Enterprises	4	
Enterprise Supplier Development and Socio-Economic Development	3	
Skills Development <u>OR</u> Employee Share Scheme	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 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]

5.6 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 4.1 and 4.2, the Supplier 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 Supplier, 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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Expenditure	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the ‘*The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.*’

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)
- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)
- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

 (vi) Total Expenditure
 Total Profit as per the most recent Annual Financial Statements (not older than 12 months)
- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
 (Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

Note 1*1.1 Tendering entity that undergoes B-BBEE verification**

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

Note 2*2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:**

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname <i>(Authorised to represent the tenderer)</i>	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio-Economic Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	
(vi) Total Expenditure	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths

Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only
---	---

KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

(a) Name/s of deponent as they appear in the identity document and the identity number.

(b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable option)**.

(c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.

(d) Amounts as per Table 2 must be inserted **(No blank spaces to be left)**.

(e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option)**.

(f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year).

(g) Date deponent signed and date of Commissioner of Oath must be the same.

(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp).

(h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, 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 (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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, shareholder²): _____
 - 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 CCT 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 CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT'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 CCT of any other remedies available to it.

Signature _____

Print name: _____

Date _____

On behalf of the tenderer (duly authorised)

¹MSCM 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.

² 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 F.6: 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 CCT, please contact the following:

The CCT'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 CCT of any other remedies available to it.

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.7: 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	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? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	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?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

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 ☐	No ☐
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 ☐	No ☐
2.5.1	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 CCT of any other remedies available to it.

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

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

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;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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 residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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 CCT of any other remedies available to it.

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **77S/2026/27 - SUPPLY, INSTALLATION, MAINTENANCE AND INTEGRATION OF SECURITY ALARM SYSTEMS, EQUIPMENT AND ANCILLARIES**, in response to the tender invitation made by THE CCT, 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 consortium¹ 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/o/r 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

Print name:

On behalf of the tenderer (duly authorised)

Date

(¹ 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 F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

 Date

Schedule F.11: List of Other Documents Attached By Tenderer

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

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

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT 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.

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

 Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

F.13A – PSIRA Information

F.13B – Criterion 1: OEM accreditation

F.13C - Criterion 2: Relevant Security Alarm projects implemented by the tenderer in the last 5 years

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

SCHEDULE F.13A: PSIRA Information

Tendering Entity	Description	PSIRA Registration Number

SIGNED ON BEHALF OF TENDERER:

Schedule F.13B

Criterion 1: OEM accreditation

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

	Name of OEM	Authorised for Supply, Install, Maintain & Support (Yes/No)	Type of authorisation (Direct / Distributor / Reseller)	Tenderer authorised to Supply	Tenderer authorised to Install	Tenderer authorised to Maintain	Tenderer authorised to provide After sales support	Tenderer authorised to handles Warranty processes and escalations	Proof of authorisation/ accreditation applicable to option A or B submitted	OEM contact details
eg.	OEM 1: XXXXX	Yes	Direct	✓	✓	✓	✓	✓	Yes, official confirmation letter issued by the OEM appended	Name: XXXXXX Capacity: XXXX Contact Details: 082 123 XXXX / XXX@gmail.com
1										Name: Capacity: Contact Details:
2										Name: Capacity: Contact Details:
3										Name: Capacity: Contact Details:
4										Name: Capacity: Contact Details:

SIGNED ON BEHALF OF TENDERER:

SCHEDULE F.13C

Criterion 2: Relevant Security Alarm projects completed by the tenderer in the last 5 years

The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes.

Contract/Project Title	Description of Relevant Project completed in a commercial, industrial or government environment (tick option for each project)			Signed Client reference letter appended? (Y/N)	Project Reference (Name, Capacity, Active contact details)
	Installation and commissioning of security alarm systems;	The supply, configuration and integration of alarm panels, detection devices, communication modules and monitoring systems;	Involved the repair or maintenance or upgrade of existing security alarm systems, including panels, detectors, communication infrastructure and monitoring platforms.		
eg. The supply, configuration and integration of alarm panels at Parow Civic Management System (VMS) at Parow Civic	✓	✓	✓	Y	Name: Mr J Jacobs PrEng Capacity: Principal Agent Contact Details: 082 123 4567

TENDER NO: 77S/2026/27

1						Name:
						Capacity:
						Contact Details:
2						Name:
						Capacity:
						Contact Details:
3						Name:
						Capacity:
						Contact Details:
4						Name:
						Capacity:
						Contact Details:
5						Name:
						Capacity:
						Contact Details:
6						Name:
						Capacity:
						Contact Details:

SIGNED ON BEHALF OF TENDERER:

Schedule F.14: Appeal Application
--

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

**GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)**

RECEIPT NO:

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
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NAME/COMPANY NAME:

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AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS:

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

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