MEMORANDUM OF AGREEMENT

FOR THE

SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[redacted]

REGISTRATION NO. [redacted]

Contract No: 102S/2023/24

PREAMBLE

WHEREAS Tender **102S/2023/24** was awarded to [redacted] in line with the Supply Chain Management- Bid Adjudication Committee resolution **58/03/25** dated **17 March 2025,** for the **SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS** from not prior to 01 July 2025 and terminate 30 June 2030 (5 years), subject to the conclusion of a Section 33 of the MFMA process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the Municipal Manager to sign the contract on behalf of the municipality..

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the National Treasury's Conditions of Contract (revised July 2010), General Conditions of Contract for the Supply of Goods and/or Services, ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") annexed hereto marked "**PART 2: SPECIAL CONDITIONS OF CONTRACT**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

1.1. **THE CITY OF CAPE TOWN**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Purchaser**"), herein represented by [redacted] duly authorised hereto;

1.2. [redacted], a private company duly registered in terms of the laws of the Republic of South Africa with registration no: [redacted] with its principal place of business situated at [redacted] ("**the Supplier**"), herein represented by [redacted] in his/her capacity as [redacted];

hereinafter, each a "Party" and together the "Parties".

2. INTERPRETATION

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

2.1.1. first, the terms and conditions of the SCC;
2.1.2. second, the terms and conditions of the GCC;
2.1.3. third, Parts and Annexures to this Contract; and

2.1.4. fourth, any other documents incorporated by reference.

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

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to perform the Goods and/or Services for the Purchaser from not prior to 01 July 2025.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence from not prior to 01 July 2025 and terminate 30 June 2030.

4. MUTUAL GOOD FAITH / CO-OPERATION

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

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

5. OBLIGATIONS OF THE PURCHASER

5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Specifications (**PART 4: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Goods and/or Services.

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Goods and/or Services to the Purchaser as set out in Specifications (**PART 4: SPECIFICATIONS**).

6.2. The Supplier will perform the Goods and/or Services as expeditiously as possible and furthermore agrees and undertakes to perform the goods and/or services in accordance with the operational requirements of the Purchaser.

6.3. The Supplier will ensure that the Goods and/or Services will be of a satisfactory quality and fit for purpose.

6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-suppliers and suppliers comply with this Contract and all applicable Laws in the execution of the Goods and/or Services.

6.5. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING SCHEDULE

7.1. The Contract Price for the Goods and/or Services shall be as set out in the Pricing Schedule annexed marked "**PART 5: PRICING SCHEDULE**".

7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Goods and/or Services other than as provided for in this Contract.

TENDER NO: 102S/2023/24

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor
☐ Close Corporation
☒ Company
☐ Partnership or Joint Venture or Consortium
☐ Trust
☐ Other: ....

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	[redacted]
Trading as (if different from above)	[redacted]
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	[redacted]
Physical address (Chosen domicilium citandi et executandi)	[redacted]
Contact details of the person duly authorised to represent the tenderer	[redacted]
Income tax number	[redacted]
VAT registration number	[redacted]
SARS Tax Compliance Status PIN	[redacted]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[redacted]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[redacted]

TENDER NO: 102S/2023/24

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NO – 102S/2023/24
TENDER DESCRIPTION – SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* **("the tenderer")**	[redacted]
Trading as (If different from above)	[redacted]

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

[redacted]

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

[redacted]

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.

[redacted]

Signature(s)

[redacted]

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

4 DECEMBER 2023

Date

[redacted]

PART 1: AGREEMENTS

TENDER NO: 102S/2023/24 – SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

(TO BE FILLED IN BY THE CITY)

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the supplier's offer. In consideration thereof, the Purchaser 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 Purchaser and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above;
Part 1: Agreements
Part 2: Special Conditions to Contract
Part 3: General Conditions of Contract
Part 4: Specifications
Part 5: Pricing Schedule
Part 6: Occupational Health and Safety Agreement.
Part 7: Information to be provided by the Supplier.

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect from not prior to 01 July 2025 until 30 June 2030. The supplier shall within five working days of the agreement coming into effect notify the purchaser in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the supplier shall constitute the binding contract between the parties**.**

TENDER NO: 102S/2023/24 – SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

The Parties	Purchaser	Supplier
Business Name	**CITY OF CAPE TOWN**	[redacted]
Business Registration	[redacted]	
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax	as per PART 5: Price Schedule	
Accepted contract duration	From not prior to 01 July 2025 to 30 June 2030.	
Signed – who by signature hereto warrants authority	[redacted]	
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

TENDER NO: 102S/2023/24 – SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

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

1 Subject **PUBLIC NOTICE FOR COLLECTING/SUBMITTING TENDER DOCUMENTS**

Details. **04 August 2022**

2 Subject **NOTICE TO TENDERERS NO:1**

Details. **14 November 2023**

3 Subject **NOTICE TO TENDERERS NO:2**

Details. **06 December 2023**

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

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

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

[redacted]
E [redacted]

04 AUGUST 2022

PUBLIC NOTICE FOR SUBMITTING/COLLECTING TENDER DOCUMENTS
Pages: 1

Your attention is drawn to the following when collecting or depositing tender documents at the City of Cape Town:

1. Please note that all the public entrances to the Civic Centre are open and operational.
2. All prospective bidders must immediately alert the security officer on duty of their intent to submit/collect a tender document, upon arrival at the Civic Centre, in cases where there are long queues at the entrances.

All potential bidders are requested to take cognisance of the below clause/s as stipulated in the Tender document:
Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of the 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.*
The City of Cape Town shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

Yours faithfully,

....

[redacted]

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

[redacted]

14 November 2023

NOTICE TO TENDERERS NO: 1

TENDER NO: 102S/2023/24

DESCRIPTION: SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

CLOSING DATE OF TENDER: 11 December 2023.

TENDER BOX NUMBER: 143

Dear Sir / Madam

Tenderers should take note of the following;
This "Notice to Tenderers" forms an integral part of the Contract and is to be bound into the Contract Document and returned with the tender submitted.

This notice deals with;

Your attention is specifically drawn to the closing date for the tender.

Tenderers to note that:

The incorrect Box No. 142 was advertised on the Newspaper advert.

Kindly note that the correct **Tender Box No. should read as 143** as per the advertised tender document.

[redacted]

Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 102S/2023/24

At BELLVILLE on this 6TH day of December 2023

[redacted]

TENDERER: [redacted]

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

[redacted]

06 December 2023

NOTICE TO TENDERERS NO: 2

TENDER NO: 102S/2023/24

DESCRIPTION: SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS

CLOSING DATE OF TENDER: 11 December 2023

TENDER BOX NUMBER: 143

Dear Sir / Madam

Tenderers should take note of the following;
This "Notice to Tenderers" forms an integral part of the Contract and is to be bound into the Contract Document and returned with the tender submitted.

This notice deals with;
Tenderers to note the minutes of the Compulsory clarification meeting held on the **21 November 2023.**

[redacted]
Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 102S/2023/24

At Bellville on this 7th day of December 2023

[redacted] ....

[redacted]

TENDERER: ... [redacted]

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

3. General Obligations

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

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

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and/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**, save that 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 that contract**. Please refer to this document contained on the CCT's website.

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

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the purchase order:

a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
c) Initial delivery programme
d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the purchase order, 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 and/or services.

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 and/or services 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 and/or services during the warranty period.

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods and/or services 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 purchase orders for the goods and/or services required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods 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 and/or services to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods 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. <u>Use of contract documents and information; inspection, copyright, confidentiality, etc.</u>

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the 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 contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

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

5.8.3.2 not modify, add to, change or alter the 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 Purchaser Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the supplier from time to time;

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

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

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods and/or services shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods and/or services shall be the date as stated on the purchase order. Purchase orders for the supply and delivery of goods and/or services may be raised up until the expiry of a framework agreement bid, provided that the goods and/or services can be delivered within 30 days of expiry of the framework contract. All purchase orders, other than for the supply and delivery of goods and/or services, 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 acceptance of the goods and/or services.

11. Insurance

Add the following after clause 11.1:

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

a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim**;**

b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act,

Act 130 of 1993**.** This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the supplier's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. <u>Warranty</u>

Add to Clause 15.2:

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

16. <u>Payment</u>

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

16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and/or services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods and/or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms

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

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

Add the following after clause 16.4

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

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

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

17. <u>Prices</u>

Add the following after clause 17.1

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

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

17.4 The prices for the goods delivered and services performed shall be **NOT** subject to contract price adjustment and the following conditions will **NOT** be applicable:

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods 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 the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be 10% of the Purchase Order up to a maximum 20% if the service provider does not meet the SLA and delivery/project timelines as discussed and agreed to by the supplier and the CCT. Should the service provider continue not meet the SLA and delivery/project timeline, the City will be prompted to proceed and procure from the alternative supplier as per procurement procedure clause 2.1.5 of this tender document.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If a purchase order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice.

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

23.8.5.1 reports of poor governance and/or unethical behaviour;
23.8.5.2 association with known family of notorious individuals;
23.8.5.3 poor performance issues, known to the Purchaser;
23.8.5.4 negative social media reports; or
23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. <u>Notices</u>

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. <u>Taxes and Duties</u>

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. <u>Reporting Obligations.</u>

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

36. Protection of Personal Information

36.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of suppliers and must be included in all contracts between suppliers and their agents or subcontractors.

36.2 The supplier acknowledges that, for the purposes of the service level agreement to be determined for this tender, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.3 The supplier agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the agreement for this contract.

36.4 The supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the agreement.

36.5 The supplier agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

36.6 Unless so required by law, the supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.

36.7 The supplier hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the supplier’s (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

36.8 The supplier agrees that CCT may conduct regular data protection audits on the Supplier/Contractor and undertakes to give its full co-operation in this regard.

37. Review Clause

37.1 This Agreement is valid from **not prior to 01 July 2025** until **30 June 2030**. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for goods and/or services delivered.

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

Insurance

[redacted]

7 December 2023

City of Cape Town
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

CONFIRMATION OF COVER

This letter serves to confirm that insurance has been arranged for above client.

TENDER NUMBER:	102S/2023/24
TENDER DESCRIPTION:	Term Tender for Supply, Installation and Support of Auto Visual Systems
INSURED:	[redacted]
ADDRESS:	
INSURER:	
Section covered:	**Public/Contractors Liability**
Public Liability Limit:	R20 000 000.00
Products Liability Limit:	R5 000 000.00
Defective Liability:	R5 000 000.00
Employers Liability:	R20 000 000.00
Period of Insurance:	20 July 2023 – 19 July 2024
Insurer:	[redacted]
Policy number:	
Motor Liability:	R2 500 000.00
Period of Insurance:	01 January 2023 – 31 December 2023

[redacted]

Insurance

This Certificate provides a summary of the cover and is not intended to amend, extend, replace or override terms and conditions from the insurance companies. We trust that this information meets with your requirements and should you have any queries please do not hesitate to contact us.

Kind regards,

[redacted]

PART 3: GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

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 supplier, and includes collusive practice among suppliers (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the supplier of the benefits of free and open competition.

1.14 ‘GCC’ means the General Conditions of Contract.

1.15 ‘Goods’ means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 ‘Imported content’ means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 ‘Local content’ means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 ‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 ‘Order’ means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 ‘Project site’, where applicable, means the place indicated in bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 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 supplier.

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 supplier 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 good and/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 goods 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 and/or services, for a period of time agreed by the parties, provided that this goods and/or 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 goods 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 supplier 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 supplier. 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 supplier(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a supplier(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 supplier(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 supplier(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 supplier(s) or contractor(s) concerned.

PART 4: SPECIFICATIONS

SUPPLIERS 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"

Please note: All equivalent products tendered must be able to fully integrate into the existing environment seamlessly and with no disruption to the working environment with no additional integration costs for the City of Cape Town apart from the integration costs provided for in the price schedule.

All ambiguity must be explained as part of the equivalent product information that must be provided with your tender submission in the respective category being responded to under the relevant sub-section in relation to schedule 13. Fully explain equivalent solutions. State all assumptions upfront and note that any unconfirmed assumptions that are deemed by the City as being not fit for purpose or infringing the City of Cape Town's interests may render the equivalent solution as non-responsive. All equivalent product must not present a risk to the warrantee conditions of any existing products.

4.1 INTRODUCTION AND BACKGROUND

The City has numerous facilities throughout the Cape Metropolitan Area which require Audio Visual Systems. The aim is to provide reliable and quality sound reinforcement and audio visual facilities for council, staff and public who use these facilities. This specification provides for the supply and installation of Audio Visual, S. Systems and associated equipment to meet all the requirements for the City.

The tender is structured to firstly provide very basic visual components in meeting rooms.

Comprehensive audio visual systems for venues such as the council chamber, where voting queuing access control and integration of audio, visual and CCTV, may be required at the discretion of the CCT.

All installation work shall be carried out on a turnkey solution basis, at the discretion of the CCT.

4.2 TECHNICAL REQUIREMENTS FOR CATEGORY A - AUDIO VISUAL SYSTEMS

The Audio Visual Systems currently used in the main are based on Philips and Bosch products. The largest and most complex system is the Bosch DCN system, utilised at the Cape Town Council Chamber.

The aim of this tender is to provide reliable and high quality audio visual equipment and systems for City facilities.

This specification provides for the supply, installation, support and maintenance of Audio Visual systems and associated equipment needed by the City.

4.2.1 Scope for - Audio Visual Systems

There are various sizes of Audio Visual Systems currently in use in the City of Cape Town. These systems are installed in various sized meeting rooms, and board rooms throughout the metropole. The biggest system currently being the Cape Town Civic Centre Council Chamber which could seat up to 250+ delegates and members of the public. This system and equipment consists mostly of a fixed ceiling mounted video projector, a motorised screen or a size related video monitor, related cabling to a desk mounted PSO, audio/video input/output mixer as well as an audio amplifier with wall mounted speakers customised for each room as per the requirement. It must be understood that these systems and items will be procured and supported on an ad hoc basis only and that no commitment to any quantities will be made

This tender should allow for existing systems at the City to be supported; for expansions, upgrades, support maintenance and the supply of any related spares to the existing Delegate collaboration system. Furthermore, this tender should allow for new AV systems to be procured, installed, expanded, upgraded and supported.

This tender also allows the City of Cape Town to procure standalone and/or portable AV systems and equipment should it be required.

Furthermore, this tender provides for the City's technical team to be adequately trained in 1st and 2nd line service support and AV operation.

Technical support of the AV systems and equipment is based on labour and other rates provided in this tender.

4.2.2 Current Audio Visual Systems and Equipment

Tenders 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'. In the case where an equivalent product is proposed the supplier must ensure that the equivalent product can fully integrate, is fully inter-operable and compatible with the current product set installed at the City. Costs for migration to such equivalent product where applicable will be for the suppliers account.

The City currently uses products from the following OEMs:
For Projectors:

- Epson
- Nec
- Dell
- Sony
- LG
- Samsung
- Sanyo
- BenQ

For Audio Visual switch and integration boxes:

- Kramer

For Audio Processors:

- BLU

4.2.3 Technical Specifications of Audio Visual Systems

4.2.3.1 Projectors

Minimum specification for low-end projector

- WUXGA projector – 4000 ANSI Lumens
- 1920 x 1200 resolution
- Connectivity – HDMI, VGA
- Better than 10,000 hours lamp life

Minimum specification for medium range projector

- WUXGA projector – 5000 ANSI Lumens
- 1920 x 1200 resolution
- Connectivity – HDMI, VGA
- Better than 10,000 hours lamp life

Minimum specifications for high-end projector

- WUXGA projector – 10 000 ANSI Lumens
- 1920 x 1200 resolution
- Connectivity – HDMI,
- Better than 10,000 hours lamp life

4.2.3.2 Screens

Minimum requirements:

- Pull down Projection screens for AV Systems
    - Screen dimensions must include range from 1830mm x 1030mm to 2760mm x 1555mm
- Motorized Projection screens for AV Systems
    - Screen dimensions must include range from 1830mm x 1030mm to 2760mm x 1555mm

Specifications for Standard Motorised screen

- Wall Switch
- Ceiling and wall mount brackets included
- Operation – 3 position wall switch – UP/OFF/DOWN
- Mechanism – Super quiet European tubular motor. Cable exits on the audience's right
- Electrical installation – hardwired into mains 240V – electrician required
- Easy access to limit settings with snap off front cover
- Supplied with wall and ceiling brackets
- Projection surface is Plana U or equivalent
- High Lay flat quality for screen flatness
- Side tension and radius cut for improved flatness

4.2.3.3 Integration/Switch boxes

Automatic VGA Switcher

Description	Specification Requirements
Inputs	2 computer graphics video with loop on 15–pin HD connectors, 2 unbalanced stereo audio on 3.5mm mini jacks
Outputs	1 computer graphics video on a 15–pin HD connector, 1 unbalanced stereo audio on a 3.5mm mini jack
Max Output Level	Video: 1.6Vpp Audio: >10.5Vpp
Bandwidth	Video: 300MHz Audio: >100kHz
Diff Gain	0.03%
Diff Phase	0.03Deg
K-Factor	<0.05%
S/N Ratio	Video: 71dB Audio: 71dB weighted
Crosstalk	Video: — 59dB @5MHz Audio: <–66dB @1kHz
Controls	Contact closure remote control, input default selection switch DC
Audio THD + Noise	<0.032%
Audio 2nd Harmonic	<0.004%
Power Consumption	5V DC, 200mA
Included Accessories	Power supply, mounting bracket
Product Dimension	12.00cm x 7.15cm x 2.44cm (4.72" x 2.81" x 0.96") W, D, H
Shipping Dimension	15.70cm x 12.00cm x 8.70cm (6.18" x 4.72" x 3.43") W, D, H
Shipping Weight	0.5kg (1.2lbs) approx.
Product Weight	0.2kg (0.4lbs) approx.

Automatic HDMI Switcher

Description	Specification Requirements
Inputs	1 HDMI on an HDMI connector
Outputs	1 HDBT on an RJ–45 female connector
Ports	1 IR on a 3.5mm mini jack for IR link extension, 1 RS–232 on a 9–pin D–sub connector for serial link extension and device firmware upgrade

Description	Specification Requirements
Extension Line	HDBaseT 1.0 compliant Up to 40m (130ft) at 4K @60Hz (4:2:0) Up to 70m (230ft) at full HD (1080p @60Hz 36bpp) Note: When using Kramer HDBaseT cable or equivalent
Video	Up to 10.2Gbps bandwidth (3.4Gbps per graphic channel) Up to 4K UHD @60Hz (4:2:0) 24bpp resolution HDMI 2.0 and HDCP 2.2 signal compliance
Extended RS-232	300 to 115200 baud rate
Control RS-232	115200 baud rate
Power Source	12V DC, 2A
Power Consumption	12V DC, 275mA
Enclosure	DigiTOOLS® size, aluminum type or equivalent
Cooling	Convection ventilation
Operating Temperature	0° to 40°C (32° to 104°F)
Storage Temperature	-40° to +70°C (–40° to 158°F)
Humidity	10% to 90%, RHL non–condensing
Included Accessories	Power supply unit
Product Dimension	12.00cm x 7.15cm x 2.44cm (4.72" x 2.81" x 0.96") W, D, H
Product Weight	0.2kg (0.4lbs) approx.
Shipping Dimension	15.70cm x 12.00cm x 8.70cm (6.18" x 4.72" x 3.43") W, D, H
Shipping Weight	0.7kg (1.6lbs) approx.

HDBT Receiver

Description	Specification Requirements
Inputs	1 HDBT on an RJ–45 female connector
Outputs	1 HDMI on an HDMI connector
Ports	1 IR on a 3.5mm mini jack for IR link extension, 1 RS–232 on a 9–pin D–sub connector for serial link extension and device firmware upgrade
Extension Line	HDBaseT 1.0 compliant Up to 40m (130ft) at 4K @60Hz (4:2:0) Up to 70m (230ft) at full HD (1080p @60Hz 36bpp) Note: When using Kramer HDBaseT cables or equivalent
Video	Up to 10.2Gbps bandwidth (3.4Gbps per graphic channel) Up to 4K UHD @60Hz (4:2:0) 24bpp resolution HDMI 2.0 and HDCP 2.2 signal compliance
Extended RS-232	300 to 115200 baud rate
Control RS-232	115200 baud rate
Power Source	12V DC, 2A
Power Consumption	12V DC, 430mA
Enclosure	DigiTOOLS® size, aluminum type or equivalent
Cooling	Convection ventilation
Operating Temperature	0° to 40°C (32° to 104°F)
Storage Temperature	–40° to +70°C (–40° to 158°F)
Humidity	10% to 90%, RHL non–condensing
Included Accessories	Power supply unit
Product Dimension	12.00cm x 7.15cm x 2.44cm (4.72" x 2.81" x 0.96") W, D, H
Product Weight	0.2kg (0.4lbs) approx.
Shipping Dimension	15.70cm x 12.00cm x 8.70cm (6.18" x 4.72" x 3.43") W, D, H
Shipping Weight	0.7kg (1.6lbs) approx

4.2.3.4 Audio Equipment

Speakers - Both Ceiling mounted and Wall mounted Speakers are required

4.2.3.4.1 Speakers – 150W

- Frequency Range (- 10 dB) : 80 Hz to 16 kHz
- Continuous Power Capacity: 150 Watts
- Sensitivity: 88 dB SPL, 1W, 1m3
- Nominal Impedance: 8 ohms
- Nominal Coverage: 90° x 90°
- LF Driver: 135 mm (5.25 in) Polypropylene coated paper w/WeatherEdge or equivalent
- HF Driver: 19 mm (.75 in) Titanium coated polycarbonate
- Enclosure Material: HIPS (High Impact Polystyrene)
- Overload Protection: Full-Range power limiting to protect network and transducers
- Termination: Spring terminals, accepts banana plug
- Environmental: Conforms to Mil Spec 810 for humidity, salt spray, temperature & UV. IEC 529 IP-X4 splash proof rating.
- Net Weight (ea): 2.3 kg (5 lbs)
- 6 mm x 100 mm hex key
- MTC-25V or equivalent: For vertical columnar orientation of up to 3 loudspeakers
- MTC-25/23H or equivalent: For horizontal splaying of two speakers. Three brackets array up to six loudspeakers in a 360° array.
- MTC-28/25CM or equivalent: Ceiling-mount adapter.
- MTC-25SSG or equivalent: Stainless Steel Grille for harsh environments. Available in
- silver, black (-BK) or white (-WH)
- MTC-25WMG or equivalent: WeatherMax™ Stainless Steel Grille protects against driving precipitation. Available in black or white (-WH)
- MTC-PC2 or equivalent: Input panel cover protects input terminals in outdoor environments

4.2.3.4.2 Speaker – 175W

- Frequency Range (-10 dB) : 60Hz to 16kHz
- Continuous Power Capacity: 175 Watts
- Sensitivity: 92 dB SPL, 1W, 1mgram:
- Directivity Factor (Q): 7.5
- Directivity Index (DI): 8.8
- Nominal Impedance: 8 ohms
- Crossover Frequency: 2.8kHz
- LF Driver: 200mm (8 in) Polypropylene cone w/WeatherEdge or equivalent
- HF Driver: 25mm (1 in) Titanium coated polycarbonate
- Enclosure Material: HIPS (High Impact Polystyrene)
- Overload Protection: Full-Range power limiting to protect network and transducers
- Termination: Spring terminals, accepts banana plug
- Environmental: Conforms to Mil Spec 810 for humidity, salt spray,
- Dimensions (H x W x D): 380 x 280 x 220 mm (15.0 x 11.0 x 8.6 in)
- Net Weight (ea): 5.5kg (12 lbs)
- Included Accessories: Assembly parts
- Optional Accessories:
    - MTC-28V or equivalent: For vertical columnar orientation of up to 3 loudspeakers
    - MTC-28H or equivalent: For horizontal splaying of two speakers. Three brackets array
    - MTC-28/25CM or equivalent: Ceiling-mount adapter.

Amplifiers

4.2.3.4.3 30W Mixer Amplifier

- The 30W Mixer Amplifier shall have a frequency response of 50 – 20,000 Hz and distortion less than 1%.
- The amplifier shall have one balanced 5-P DIN type microphone input, two balanced phone jack microphone inputs and two unbalanced RCA pin jack auxiliary inputs, high and low impedance balanced speaker outputs and unbalanced record outputs.
- The units shall be suitable for small workshops and office environments for announcements and playing of background music.
- The unit shall have phantom power and muting available on microphone 1 for supplying power to condenser microphones.
- The unit shall have wide tone control adjustment range of +/- 10dB for bass and treble.
- Power, signal and peak indicators shall be provided on the front panel.
- The amplifier offered for Item shall be similar or equal to the TOA A-2030CE.
- 2U brackets shall be available similar or equal to TOA A-BRAC-2U-SA to enable the amplifier to be rack mounted.
- The amplifier offered shall be similar or equal to the Bosch TI-30.
- Brackets shall be provided to enable the amplifier to be rack mounted.

4.2.3.4.4 60W Mixer Amplifier

- The 60W Mixer Amplifier shall have a frequency response of 50 – 20,000 Hz and distortion less than 1%.
- The amplifier shall have one balanced 5-P DIN type microphone input, two balanced phone jack microphone inputs and two unbalanced RCA pin jack auxiliary inputs, high and low impedance balanced speaker outputs and unbalanced record outputs.
- The amplifier shall be particularly suited for broadcasting paging and supplying background music in facilities, workshops, depots and large meeting rooms.
- The unit shall have phantom power and muting available on microphone 1 for supplying power to condenser microphones.
- The unit shall have wide tone control adjustment range of +/- 10dB for bass and treble.
- Power, signal and peak indicators shall be provided on the front panel.
- The amplifier offered shall be similar or equal to the TOA A-2060.
- 2U brackets shall be available similar or equal to TOA A-BRAC-2U-SA to enable the amplifier to be rack mounted.

4.2.3.4.5 120W Mixer Amplifiers

- The 120W Mixer Amplifiers shall have a frequency response of 50 – 20,000 Hz and distortion less than 1%.
- The amplifier shall have one balanced 5-P DIN type microphone input, two balanced phone jack microphone inputs and two unbalanced RCA pin jack auxiliary inputs, high and low impedance balanced speaker outputs and unbalanced record outputs.
- The amplifier shall be particularly suited for broadcasting paging and supplying background music in large facilities, workshops, depots and meeting rooms.
- The unit shall have phantom power and muting available on microphone 1 for supplying power to condenser microphones.
- The unit shall have wide tone control adjustment range of +/- 10dB for bass and treble.
- Power, signal and peak indicators shall be provided on the front panel.
- The 120W mixer amplifier offered shall be similar or equal to the TOA A-1812ER.
- 2U brackets shall be available similar or equal to TOA A-BRAC-2U-SA to enable the amplifiers to be rack mounted.

4.2.3.4.6 Mixing Console

- The mixing console shall possess knob compressors for dynamics control and have capability of allowing sound-shaping

- There shall be a pad switch on mono inputs for managing loud sources
- The unit shall be at least USB 2.0 compliant for recording and playback with computers and tablets
- The unit shall have at least 24 editable digital effects
- The unit shall have a metal chassis
- The following minimum specifications apply:

Description	Specification Requirements
Type	Analog
Channels	16
Computer Connectivity	USB (2x2)
Faders	16 Faders
Inputs	8 x XLR/TRS Combo, 2 x XLR, 4 x TRS
Phantom Power	12V
Busses/Groups	4 x Type B
Rack mountable	Yes

4.2.3.5 Modular Multi-Media Pop Up Box

Description	Specification Requirements
Colour	Black or silver anodized aluminium
Mount	Mounts flush into table top
Connections	1 VGA, 1 Audio, 1 HDMI, 1 passive USB, and 1 Power
Opening/Closing mechanism	Opens/closes by pressing on top panel
Cable layout	All 2m cables to pass through the underside of the table with male terminated ends
Power cable length	3m
Bezel dimensions	4.6” X 4.9”
Cut-out dimensions	4.2” X 4.5”
Table thickness	0.75” X 2.25”
Depth under table	4.9”
Safety Standard - UL listed	Yes
Mounting	Mounting hardware included
Warranty	Table box: 10 years, Gas spring: 1 year

4.2.3.6 Controllers

AV System Controller

Specification	Description
Contrast Ratio	950
Depth	1.53 in
Height	6.59 in
Width	10.23 in
Lamp Type	Edgelit LED or equivalent
Audio	
Features	Built-in microphone and speakers, Rava SIP Intercom or equivalent, multi-language voice recognition
Audio Feedback Formats	MP3
Power	
Power over Ethernet	• IEEE 802.3at Type 2 compliant PoE+ PD (Powered Device) • Normally requests 15 Watts from an 802.3at Type 2 PSE with LLDP advanced power management • With room scheduling and USB enabled, requests 18 Watts from an 802.3at Type 2 PSE with LLDP

Specification	Description
	• Requests 30 Watts (PoE+ Class 4) from an 802.3at Type 2 PSE without LLDP • Requests 15.4 Watts (PoE Class 0) from an 802.3af (or 802.3at Type 1) PSE • Note: Enabling the USB port requires use of an 802.3at Type 2 PoE+ PSE
Product Weight	1.49 lbs
Colour	Black
Display Size	10.10 in
Display Size	0.84 ft
Brightness (Luminance)	400 Nits
Operating Temperature (Maximum)	113 F
Operating Temperature (Minimum)	32 F
Touch Screen Display	
Color Depth	24-bit, 16.7M colors
Illumination	Edgelit LED or equivalent with auto-brightness control
Viewing Angle	+/-80° horizontal, +/-80° vertical
Touch Screen	Projected capacitive, 5-point multi-touch capable
Memory	
RAM	2GB DDR3L
Storage	Firmware/Application: 4GB Class 10 microSD card
System	4GB eMMC
Maximum Project Size	600MB
Communications	
Ethernet	10/100Mbps, auto-switching, auto-negotiating, auto-discovery, full/half duplex, TCP/IP, UDP/IP, CIP, DHCP, SSL, TLS, SSH, SFTP (SSH File Transfer Protocol), IEEE 802.1X, SNMP, IPv4 or IPv6, Active Directory authentication, HTTPS web browser setup, XiO Cloud client or equivalent, IEEE 802.3at compliant
USB	USB 2.0 host for room availability light bar or hallway sign
Bluetooth	Crestron PinPoint proximity detection beacon or equivalent
Construction	
Housing	Plastic, smooth black or white finish, edge-to-edge glass with black or white surround
Mounting	Surface mount over a 2 or 3-gang US electrical box, 2-gang European (DIN 49073) electrical box, or 2-gang UK (BS 4662) electrical box Lectern mount over a 2-1/5" H x 3-3/4" W (56mm H x 96mm W) cut-out 1-3/8" (35mm) minimum mounting depth Additional wall mount, surface mount, rack mount, and table top options available separately
Languages	
Smart Graphics	Arabic, Chinese (Simplified), Chinese (Traditional), Czech, Danish, Dutch, English (UK), English (US), Finnish, French, German, Greek, Hebrew, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Portuguese (Brazilian), Romanian, Russian, Slovak, Spanish, Swedish, Thai
On-Screen Keyboard	Arabic, Chinese (Simplified), Croatian, Czech, Danish, Dutch, English (UK), English (US), Finnish, French (Canada), French (Switzerland), German, Hebrew, Hungarian, Italian, Japanese, Norwegian Bokmal, Polish, Portuguese, Russian, Serbian, Spanish, Swedish, Turkish
Streaming Decoder	
Video Formats	H.264 (MPEG-4 part 10 AVC), MJPEG
Audio Formats	AAC stereo
Bitrates	Up to 25Mbps (20Mbps maximum recommended)
Streaming Input Resolutions	Up to 1920x1080 at 30fps
Streaming Protocol	RTSP
Streaming Encoder and Camera	
Camera Resolution	5MP
Field of View	50° Horizontal

Specification	Description
Video Format	H.264 (MPEG-4 part 10 AVC)
Streaming Output Resolution	1280x720
Streaming Protocol	RTSP, ONVIF discovery
Room Scheduling Support	
Crestron Scheduling App	Crestron Fusion, Microsoft Exchange and Office 365, Google Calendar and G Suite (IBM® Notes® and CollegeNET® 25Live® are also supported through Crestron Fusion On-premises only) or equivalent
Aspect Ratio	16:10
Display Type	LCD
Display Type	TFT
Supported Resolution	WVGA (854x480)
Supported Resolution	WXGA (1280x800)
Touch panel Technology	Projected Capacitive
Other	
Graphics Engine	Crestron Smart Graphics, multi-language web browser, multi-language on-screen keyboard, screensaver, single scalable streaming video window, native Sonos app, native room scheduling application, native Zoom Rooms app, setup and diagnostics via web browser or onscreen UI or equivalent
Connectors	• LAN PoE: (1) 8-pin RJ45 connector, female, with 2 LED indicators • 10Base-T/100Base-TX Ethernet port • PoE+ PD port • Green and yellow LEDs indicate Ethernet port status • USB: (1) USB Type A connector, female • USB 2.0 host port for optional room availability light bar or hallway sign
Buttons	• Hard Keys: (5) Projected capacitive pushbuttons, backlit with auto-brightness control, per-button show/hide (backlight enable/disable), pre-labelled with icons for "Power", "Home", "Lights", "Up", and "Down" • Reset: (1) Miniature pushbutton on rear panel for hardware reset

4.2.3.7 Display Monitors

Display	**Screen Type**	TFT (Thin Film Transistor) LCD (Liquid Crystal Display) Panel Anti-Glare coating 58.4 cm visible diagonal (23 inch)
	Pixel Pitch	0.265 mm x 0.265 mm (Pixel Pitch)
Sync Input	**Horizontal Frequency**	30 kHz to 83 kHz (Automatic)
	Vertical Frequency	56Hz to 75Hz (D-SUB) 56Hz to 61Hz (HDMI)
	Input Form	Separate Sync. Digital
Video Input	**Signal Input**	15 pin D-SUB Connector HDMI Connector
	Input Form	RGB Analog (0.7 Vp-p/ 75 ohm), Digital
Resolution	**Max**	D-SUB(Analog) : 1920 x 1080 @ 60 Hz HDMI (Digital) : 1920 x 1080 @ 60 Hz
	Recommend	VESA 1920 x 1080 @ 60 Hz
Plug & Play	DDC 2B(Analog HDMI)	
Power Consumption	On Mode: 21 W(ENERGY STAR® standard)* Sleep Mode ≤ 0.3 W Off Mode ≤ 0.3 W	
Power Input	19 V 1.3 A	

AC-DC Adapter	Type ADS-40SG-19-3 19025G, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPG-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPBR-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPI-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPCU-1, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type ADS-40FSG-19 19025GPB-2, manufactured by SHENZHEN HONOR ELECTRONIC or equivalent or Type LCAP21, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-A, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-E, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-I, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type LCAP26-B, manufactured by LIEN CHANG ELECTRONIC ENTERPRISE or equivalent or Type PSAB-L203A, manufactured by LG Innotek Co.,Ltd or equivalent or Type PSAB-L202B, manufactured by LG Innotek Co.,Ltd or equivalent or Type PSAB-L202C, manufactured by LG Innotek Co.,Ltd or equivalent or Type PSAB-L202D, manufactured by LG Innotek Co.,Ltd or equivalent	
	OUTPUT: 19 V 1.3 A	
Dimensions (Width x Height x Depth)	**With Stand**	54.4 cm x 44.0 cm x 18.8 cm
	Without Stand	54.4 cm x 33.2 cm x 6.1 cm
Weight	3.1 kg	
Tilt Range	-3° to 20°	
Environmental conditions	**Operating Temperature** **Operating Humidity**	10°C to 35 °C 10 % to 80 %
	Storage Temperature **Storage Humidity**	-20°C to 60 °C 5 % to 90 % non-Condensing
Stand Base	Detachable	

4.2.3.8 Materials and equipment ancillary to the above

Related materials and equipment including:

- Industry standard and approved cables
- Connectors
- PVC conduit, trunking and related items
- Related cabling including (CAT 6 UTP, HDMI, Mylar, USB, VGA and audio cables)
- Cabling reticulation including cable trays and ladders

4.2.3.9 Conference System Controller for Audio Visual Systems

Description	Specification
CPU	32-bit ARM microprocessor
Processor	Better than 200MIPS
Standard memory	8MB SDRAM and 16MB Flash
Extended memory	at least 32MB
VGA bandwidth	300MHz (-3dB) full load
AV bandwidth	150MHz (-3dB) full load

4.2.4 Requirements for Installation and Commissioning of Audio Visual Systems.

The City has a requirement for the installation and commissioning of AV systems

Specific requirements are as follows:

- The installation standard shall be similar or better than the existing standard and similar cable trays shall be utilized.
- Prior to installation, the site shall be surveyed and a project plan supplied with each order providing the intended programme and milestones
- The incumbent is required to provide the cabling requirements for the AV systems
- The incumbent will be responsible for their own project management and provide progress updates to the project leader as required
- The installation shall be of an industry recognized standard to the satisfaction of the City's Representative.
- Contractors shall be required to begin and complete an installation before beginning a new installation utilizing the same team.
- All cables shall be properly marked end to end, to enable easy tracing from accurate as-built documentation.
- A detailed schematic diagram of the installation indicating positions, routes and terminations shall be supplied to the CCT as part of the hand over documentation on completion of each new installation and the cost thereof included in the price list.
- Network cables shall be marked end to end and clearly indicated on a schematic diagram created on AutoCAD or Visio. Suppliers shall provide a sample diagram as part of the Bid in Schedule 16C.
- All communication cables shall be twisted pair-screened cabling.
- No rip cord or indoor cable shall be used unless specified by the City's Representative.
- No solid core cable shall be used.
- All wiring that is polarity dependent shall be colour coded.
- All conduits shall be continuous and if EGA trunking is used, all lengths shall be joined by neat 45-degree metre cuts only.
- The onus shall be on the contractor to ensure that all wire-ways allow for adequate capacity for additional cabling due to expansions and all installed cables shall have a minimum of one metre slack pulled back into the cable tray to provide for re-routing of cables, where appropriate.
- All installations, repairs and maintenance shall be of an industry recognized standard, acceptable to the City's Representative and any deviations from expected standards shall be rectified before additional orders are placed.
- The successful contractor will be required to provide quotations for each additional job based on the price schedules, for the duration of the contract period.
- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.
- It is the responsibility of the contractor to do his own quality checks and snagging in order to ensure that the completed works comply with the specification in every respect. On completion of the Works or agreed section of the Works, the contractor shall notify the City's Representative that the Works are ready for inspection. The contractor shall provide adequate notice and facilitate the Works inspection. Should the Works require remedial action, the City's Representative shall issue a snag list for action

by the Contractor.

- Thereafter, and upon notification by the contractor of completion of the snagged items, the City's Representative shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the list or those snag items in an agreed section of the Works, shall the Works, or such section of the Works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the Works, or those sections of the Works as defined, shall remain under the contractor's responsibility and be insured by him.

- At hand over of the Works or agreed section of the Works, a relevant valid Certificate of Compliance shall be issued to the City's Representative.

- At hand over of the Works or agreed section of the Works the City's Representative shall be issued with relevant documentation and Operation & Maintenance Manuals for the equipment and installation.

4.2.5 Maintenance of AV Systems

- The successful contractor shall provide the first and second line support and will be required to provide quotations for each job based on the price schedules for the duration of the contract period.

- Overtime shall be paid for work done on the specific prior request of the City's Representative, or for work that can only be carried out after normal working hours, with prior approval of the City's Representative.

- Suppliers shall include in in the detailed and comprehensive price list all necessary components and accessories to achieve a fully functional installation.

- The successful contractor will have to familiarise themselves with the cable routes and keep accurate records of work done and ensure that the current records are maintained.

- The City's Representative shall be appraised of all repairs in order to verify and accept the fully functional Works before payment is recommended.

- The first and second line support and faulty equipment replacement shall include all the hardware and software required to maintain fully functional Audio Visual and Delegate Conference Systems, Equipment and Ancillaries

4.2.6 Requirements for Services and Training for Audio Visual.

The City has the option of obtaining the services of professionals in the Audio Visual field, to do specialised planning and/or installation work. Rates for such services are to be provided in the relevant Price Schedules.

The Supplier shall provide training for Audio Visual end-users, 1st and 2nd line support staff down to module replacement level. Rates for such services are to be provided in the relevant Price Schedules.

Company Resources –Engineering and Technical Support for Audio Visual Systems must be in possession of the following;
Certified Engineers with a minimum of BSc Eng (light current or IT)/BTech in Eng.
Certified Technicians with a minimum of NTC4 with 3 years or more related technical experience.
Services support is defined as repairs, maintenance, upgrades, expansions, software upgrades or regular health checks on the system software or hardware.

Supplier to ensure the following is attached/provided when required by the City

- an organogram indicating staff support titles and reporting lines;
- CVs of each staff; and
- relevant technical certificates of competency.

4.2.7 VENUE SPECIFICATIONS FOR AUDIO VISUAL ROOMS AND VENUES

This specification provides details for the supply, installation, commissioning and support of a complete audio visual system in specific rooms within the City. Where the audio visual system required needs to be fully integrated with existing AV electronic systems, then a detailed quote for such integration will be required. The venue specification describes the parameters to install new systems where so required.

Note that the configuration described per room size is based on a typically sized meeting room. The final configuration will be determined by the client requirements and environment. The aim of this is to allow a client and the project manager to gauge a typical generic installation and its costs.

Where required the AV system in the room may have to be extended to cater for video conference functionality.

4.2.7.1 MEETING ROOM - SMALL

A **Small** sized boardroom or meeting room is assumed to have a floor area from 12m² to 25m².
The following table indicate the likely components for an installation of a audio visual system in a small meeting room.

Description of Items	Quantity
1830mm x 1030mm pull down projector screen with screen ceiling box	1
4000 ANSI Lumen WUXGA Projector	1
Projector Ceiling Mount bracket (including any bracket extension)	1
Modular Multi-Media Box (wall mounted) including the following modules	1
• Pass through module	2
• HDMI Module	1
• VGA Module	1
• Audio-in Module	1
• 220V Power Socket	1
• Blank Module	1
• USB Charger	1
Interconnecting cables including the following:	
• USB Cable (7.6m)	1
• HDMI Cable (7.6m High Speed)	1
• VGA Cable (7.6m)	1
• Audio Cable (7.6m)	2
Wall mounted presentation speakers 150W	2
30W Amplifier Mixer with a minimum of 4 channels	1
Sundry materials including cables, materials, connectors (as required)	

4.2.7.2 MEETING ROOM - MEDIUM

A **Medium to Large** sized boardroom or meeting room is assumed to have a floor area from 26m² to 50m².

The following table indicate the likely components for an installation of a audio visual system in a medium meeting room.

Description of Items	Quantity
2210mm x 1245mm standard motorised projector screen with screen ceiling box	1
4000 ANSI Lumen WUXGA Projector	1
Projector Ceiling Mount bracket (including any bracket extension)	1
Wireless Touchscreen controller (5.7inch)	1
Control Processor and Gateway	1
Modular Multi-Media Pop Up Box Desk top flush mounted including the following modules	2
• Pass through module	2
• HDMI Module	1
• VGA Module	1
• Audio-in Module	1
• 220V Power Socket	1
• Blank Module	1
• USB Charger	1
Interconnecting cables including the following:	
• USB Cable (12m)	1
• HDMI Cable (12m High Speed)	1
• VGA Cable (12m)	1
• Audio Cable (12m)	1
• Cables, materials, connectors (as required)	
Wall mounted presentation speakers (Powered speakers if Amplifier not supplied)	2
60W Amplifier Mixer with a minimum of 4 channels	1

4.2.7.3 MEETING ROOM - LARGE

A **Large** sized boardroom or meeting room is assumed to have a floor area from 51 m² to 100m².

The following table indicate the likely components for an installation of an audio visual system in a large meeting room.

Description of Items	Quantity
2760mm x 1555mm standard motorised projector screen with screen ceiling box	1
5000 ANSI Lumen WUXGA Projector	1
Projector Ceiling Mount bracket (including any bracket extension)	1
Wireless Touchscreen controller (5.7inch)	1
Control Processor and Gateway	1
Modular Multi-Media Pop Up Box Desk top flush mounted including the following modules	2
• Pass through module	2
• HDMI Module	1
• VGA Module	1
• Audio-in Module	1
• 220V Power Socket	1
• Blank Module	1
• USB Charger	1
AV switch and integration box	1
Interconnecting cables including the following:	
• USB Cable (18m)	1
• HDMI Cable (18m High Speed)	1
• VGA Cable (18m)	1
• Audio Cable (18m)	1
• Cables, materials, connectors (as required)	
Wall mounted presentation speakers (Powered speakers if Amplifier not supplied)	2
120W Amplifier Mixer with a minimum of 4 channels	1

4.2.7.4 CALL CENTRE OR HELPDESK SERVICE

- Suppliers must provide a Call Centre / Helpdesk 24 x 7 x 365 service

- Provide the Call Centre Number.
    - No Call Centre or Helpdesk service
    - Call Centre/Helpdesk service in business hours only
    - **Please append supporting documents or provide the information required in Schedule 13B.**

4.2.7.5 COUNCIL CHAMBERS

The current AV system installed in the council chambers is the Bosch DCN Next Generation conference system.

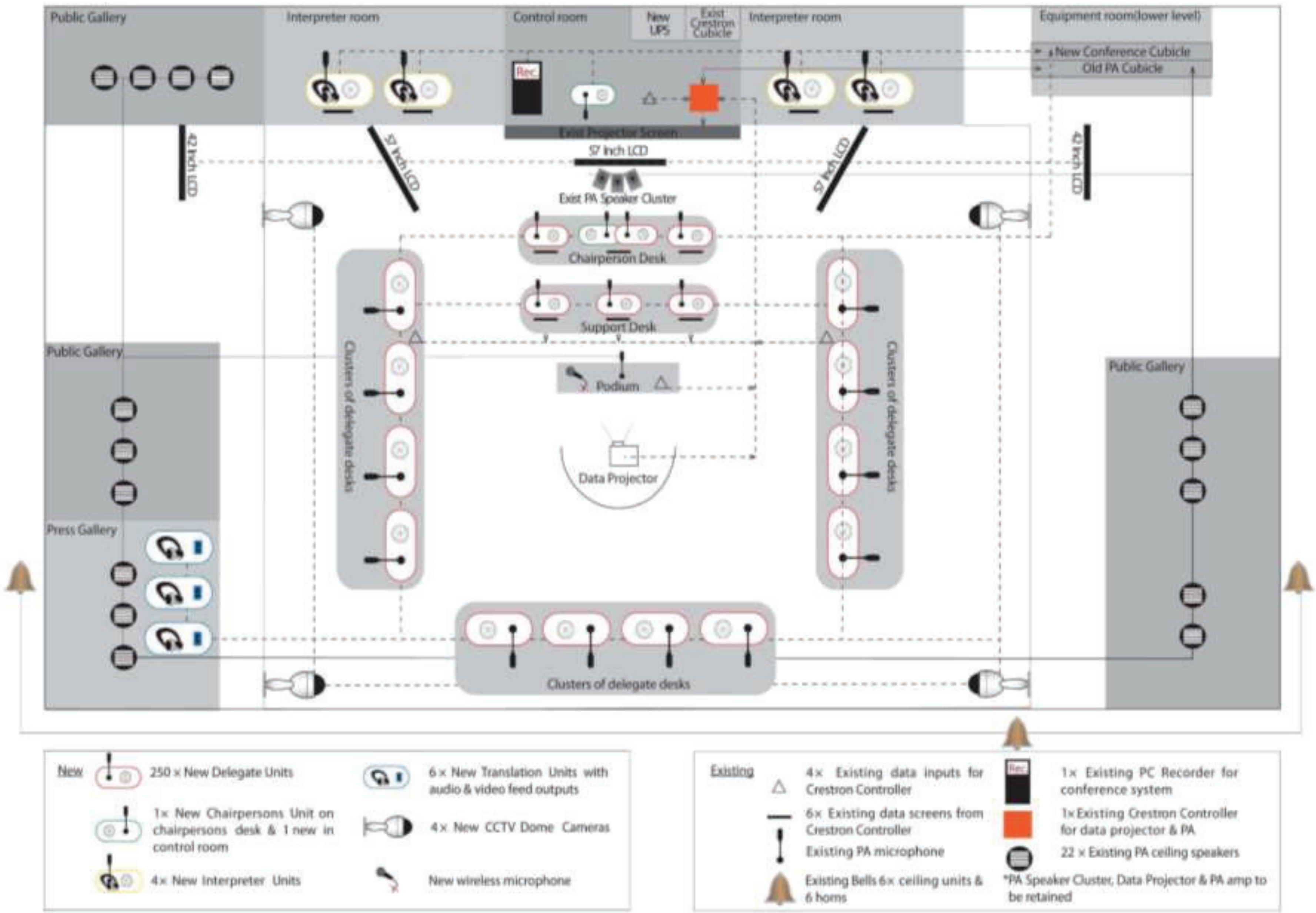
- The Council Chamber comprises seating for up to 260 councillors and officials as depicted below; additional positions to be installed in the future. In most seating positions the existing system shares a single delegate unit. This may be changed to a delegate unit to be installed for each delegate.
- Suppliers shall have the necessary safety equipment and experience to work on the Conference System and equipment at heights greater than 8m. This requires the erection of light weight scaffolding within the council chamber.

4.2.8 APPLICABLE STANDARDS

Except where otherwise specified or implied, even if not directly requested within this tender, all equipment must comply with all applicable CE requirements. All equipment and accessories shall ensure Electro Magnetic Compatibility in compliance with EN 50081-1 and EN50082-1 and for safety aspects are compliant with EN 60950.

The Conference System shall comply to:
- ISO2603 standard for interpretation equipment
- IEC60914 minimum requirements for congress equipment.
- All equipment shall comply with Standards EN55103 and IEC 60065, 60068 and 60069.

Diagram of the layout of Council Chambers:



4.2.9 SUPPLEMENTARY INFORMATION

- Suppliers shall submit with their tenders, full specifications brochures and particulars as well as diagrams and drawings in respect of all equipment offered. This information must be provided in **SCHEDULE13**.
- A tender response may be considered “non-responsive” and may not be considered unless sufficient technical and operating data is submitted to enable the merits of the equipment offered to be compared and confirmed to comply with the technical requirements of this tender.
- Suppliers shall supply an operating booklet with each unit offered providing as a minimum a guide to all the features and operation.
- The successful supplier shall on delivery provide a technical service manual, pertinent to each of the models offered. The service manual must also support all the functionality of the equipment offered. An original colour copy will be required.

4.2.10 INSPECT, DEMONSTRATION AND TESTING OF EQUIPMENT

- The Supplier shall be able to demonstrate a unit of the same type offered if required to by the City of Cape Town. The unit shall be of the same type and software version in all respects of the equipment offered. The unit may be inspected by the City of Cape Town and be subjected to such tests, as the City of Cape Town may deem necessary.
- Should the unit not meet the specifications as set out in this tender, then item offered in the tender may not be considered for award.

4.2.11 SPARES AND MAINTENANCE

- Suppliers shall ensure that an adequate supply of spares are readily available for at least 5 years.

4.2.12 TOOLS

- Equipment supplied shall include any special tools needed for affecting routine adjustments, tuning and general maintenance of the equipment offered including connecting or interface cables with associated plugs and sockets needed for effecting routine adjustments and general 1st and 2nd line maintenance of the equipment offered. At least one set shall be supplied.

4.2.13 SOFTWARE

- Where applicable, at least one set of programming and diagnostic software shall be provided together with all the necessary interface hardware for the unit to enable it to be programmed and tested by the Council staff.
- The price of all operating software and, where applicable, software licenses shall be included in the tender price.

4.2.14 TRAINING

The supplier shall be able to provide the following training in Cape Town:

- Certified training for CCT technical staff for 1st and 2nd line equipment and network support of Delegate Conference Network system; training to enable technicians to undertake their own maintenance, trouble shooting and repair/replacement down to system module level.
- Operator training for CCT staff for general meetings training shall include training of staff on all operational features of the unit to enable them to provide training to other users. (train-the-trainer).

The City shall provide the venue of the training session. Training materials shall be provided by the supplier. Staff must be certified upon completion of the course to prevent any warranty / guarantee issues over the term.

4.2.15 PERFORMANCE MANAGEMENT

ANNEXURE 2: Performance Level Agreements (SLA): Audio Visual

No.	Description	Type of support	Performance Level Agreement	Suppliers Response “YES” or “NO”
1	Audio Visual Systems at facilities	High level support, 1st line and above	Availability (During working hours), excluding planned maintenance >95% Severity 1 = 4 Hours to site 24/7/365, Restore = 8 hours Severity 2 = Next day to site 24/7/365, Restore 8 hours Severity 3 = Next working day, Restore 1 day Severity 4 = Restore 5 working days	
2	Audio Visual Systems faulty equipment repair	Equipment repair	6 weeks to repair	

ANNEXURE 3: Severity Classification

Description	Classification
The following applies to a per meeting room basis More than 1 speaker is affected More than 1 amplifier faulty More than 1 microphone faulty Projector faulty More than 1 display faulty Delegate Conference system faulty Failure of system A critical priority failure at a site	Severity 1
The following applies to a per meeting room basis A medium priority failure at a site Failure of one amplifier Failure of 1 speaker Failure of 1 microphone Failure of cables	Severity 2
A low priority failure at site This defined as a request for undertaking procedural work such as reports or reconfiguring system components or assistance with parameters or settings.	Severity 3
This is defines as assistance with routine or planned maintenance or upgrades	Severity 4

4.2.16 First and Second Line response requirements

The Supplier shall be responsible for First Line Response to the CCT's audio visual systems, equipment and ancillaries, at the prioritised discretion of the CCT Representative.

First Line Response shall include, but not be limited, to the following activities – all system administration, configuration, programming, first response to faults, fault identification and classification, modular component replacement as per SCM policy, second line response to faults, technical assistance if required, adequate spare holdings and preventative maintenance.

Second Line Response shall include, but not be limited, first line response and the following activities – all system hardware and software faults, response to faults per specified classification, and severity, as per Annexure 3, until resolved, technical and operator training as required, report on faults as per PLA tracking of faults per PLA and reporting per PLA, 24/7/365 support, as required by the CCT (Refer to Annexure 2).

Advise the CCT, with at least three (3) months' notice, should any hardware, software or OEM, parent company or distributor support, be discontinued or changed.

4.2.17 Technical and Operator Training requirements

The Supplier shall be responsible for technical and operator training of the CCT personnel on all items of equipment offered. The technical and operator training shall enable the CCT personnel to carry out First and Second Line trouble shooting, repairs/replacement down to module level and maintenance. The technical and operator training shall include software programming for system setup and diagnostics. The CCT personnel attendance, and technical and operator training, will be at the CCT's discretion.

The Supplier shall provide the technical and operator training at a CCT venue in the Cape Metropolitan Area.

All costs associated with the training shall be borne by the Supplier. The Supplier shall make provision for the technical and operator training of at least four CCT personnel per training session. The operator training shall be video recorded and the video recording shall be presented to the City's Representative within 5 working days of the completion of training session.

Two copies of all service, maintenance, user and operating manuals shall be provided on all equipment offered

4.2.18 Provision of Detailed and Comprehensive Price Lists

Suppliers must provide detailed and comprehensive price lists per OEM or Distributor for audio visual, equipment and ancillaries, including all supporting OEM or distributors' technical information, schematics, operating and maintenance manuals and documentation. These detailed and comprehensive price lists shall comprise all items required to supply, install, upgrade and maintain the City's audio visual systems, equipment and ancillaries. Ancillary item required to complete the Works, not listed in the detailed and comprehensive price list, shall be deemed to be included in the offered rates.

Further, Suppliers shall guarantee the availability of the price list listed items for the duration of the contract period, where such guarantee shall be provided in writing and endorsed by the OEM, parent company or distributor.

4.2.19 Evidence of Premises and Workshops

Suppliers are expected to have premises and workshops located in the Cape Metropolitan area by time of signing and implementing this contract. Evidence must be provided in the form of a certified copy of a recent municipal account, not older than 3 months, or a copy of a lease agreement, in the case of rented property.

4.2.20 Skills transfer

During the course of the contract, the service provider;

- will train CCT personnel on the use and maintenance of existing and new **Audio Visual Systems**.
- The service provider will be expected to work closely with the City's own staff, especially with regard to use and maintenance of existing and new **Audio Visual Systems**.

The objective is that, by the date to be determined by the City, the City's own staff must be fully capable of

- undertaking all necessary first line monitoring and support activities, including provisioning of new equipment and sites.

The service provider will be required to define and document the extent and nature of these skills, and agree of a systematic program of skills transfer from start of contract to handover date.

The Service provider is expected to undertake

- the training of operators to an acceptable level to be able to operate the end user devices on a daily basis. The supplier to supply the teaching material and the CCT would accept/add/edit/remove as necessary until the training level is acceptable.

The technical training would be dealt with in the same manner as above with a minimum of at least 1st level technical training before it becomes absolutely necessary to involve the vendor for 2nd and 3rd level intervention.

- The CCT technicians will accompany the vendor in all the CCT buildings and will learn by observation and questioning the need for spares/repairs/upgrades etc. in order to gain a better understanding of the systems

4.2.21 Duration of the contract

It is the intention of the City of Cape Town to award this tender for a period of five (5) years, subject to Section 33 of The Local Government Municipal Finance Management Act 56 of 2003 as this tender will impose financial obligations on the City for a period longer than the three (3) financial years. The tender period is initially valid for the 3-years, thereafter the additional 2 years that is addressed in this tender document is subject to City of Cape Town's Council approval via the Section 33 process.

4.2.22 DECLARATION OF COMPLIANCE

	Comply	Not Comply
The supplier declares by **indicating with an "X"** in either the "COMPLY" or "NOT COMPLY" column that – (a) The bid complies with each and every ALLIGIBILITY AND FUNCTIONALITY REQUIREMENT as specified in the (13) Specifications above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

TRADE NAMES OR PROPRIETARY PRODUCTS

SUPPLIERS 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"

4.3 EMPLOYMENT OF SECURITY PERSONNEL

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

4.4. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:
a) Monthly Project Labour Report **(Annexed)**.

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are

South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

PART 5: PRICING SCHEDULE

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	Source of goods identify OEM and the distributor	SUPPLIER	Mark-up%	Mark-up Value	TOTAL PRICE
A.2.1.	TABLE A.2. PRICING EVALUATION TABLE FOR SELECTED AUDIO VISUAL EQUIPMENT AND ANCILLARIES. Small Meeting Room 1830mm x 1030mm pull down projector screen with screen ceiling box	AU	[redacted]	[redacted]	7%	R 254.96	R 3 897.26
A.2.2.	4000 ANSI Lumen WUXGA Projector with power accessories and ceiling mount	AU	[redacted]	[redacted]	7%	R 1 356.60	R 20 736.60
A.2.3.	Projector Ceiling Mount bracket (including any bracket extension)	AU	[redacted]	[redacted]	7%	R 72.38	R 1 106.38
A.2.4.	Modular Multi-Media Box (wall mounted) including the following modules • Dual Pass through module • HDMI Module • VGA Module • Audio-in Module • 220V Power Socket • Blank Module • USB Charger	AU	[redacted]	[redacted]	7%	R 341.53	R 5 220.54
A.2.5.	USB Cable (7.6m)	AU	[redacted]	[redacted]	7%	R 41.90	R 640.40
A.2.6.	HDMI Cable (7.6m High Speed)	AU	[redacted]	[redacted]	7%	R 43.76	R 668.86

A.2.7.	VGA Cable (7.6m)	AU	[redacted]	[redacted]	7%	R 49.59	R 757.99
A.2.8.	Audio Cable (7.6m)	AU	[redacted]	[redacted]	7%	R 18.88	R 288.53
A.2.9.	Wall mounted presentation speakers (150 Watt)	AU	[redacted]	[redacted]	7%	R 324.64	R 4 962.38
A.2.10.	30 W Amplifier Mixer with a minimum of 4 Channels HDMI, VGA, RCA connectors	AU	[redacted]	[redacted]	7%	R 220.84	R 3 375.64
A.2.11.	PVC Trunking 25x16mm per metre	AU	[redacted]T	[redacted]	7%	R 3.04	R 46.44
A.2.12.	2210mm x 1245mm standard motorised projector screen with screen ceiling box	AU	[redacted]	[redacted]	7%	R 362.69	R 5 543.99
A.2.13.	4000 ANSI Lumen WUXGA Projector	AU	[redacted]	[redacted]	7%	R 1 356.60	R 20 736.60
A.2.14.	Projector Ceiling Mount bracket (including any bracket extension)	AU	[redacted]	[redacted]	7%	R 72.38	R 1 106.38
A.2.15.	Wireless Touchscreen controller (5.7inch)	AU	[redacted]	[redacted]	7%	R 1 523.06	R 23 281.06
A.2.16.	Control Processor and Gateway	AU	[redacted]	[redacted]	7%	R 1 883.17	R 28 785.57
A.2.17.	Modular Multi-Media Pip Up Box (desktop flush mounted) including the following modules	AU	[redacted]	[redacted]	7%	R 519.74	R 7 944.64

	• Dual Pass through module • HDMI Module • VGA Module • Audio-in Module • 220V Power Socket • Blank Module • USB Charger						
A.2.18.	USB Cable (12m)	AU	[redacted]	[redacted]	7%	R 77.18	R 1 179.68
A.2.19.	HDMI Cable (12m High Speed)	AU	[redacted]	[redacted]	7%	R 90.99	R 1 390.89
A.2.20.	VGA Cable (12m)	AU	[redacted]	[redacted]	7%	R 76.05	R 1 162.45
A.2.21.	Audio Cable (12m)	AU	[redacted]	[redacted]	7%	R 29.80	R 455.56
A.2.22.	Wall mounted presentation speakers (150 Watt)	AU	[redacted]	[redacted]	7%	R 324.64	R 4 962.38
A.2.23.	60 W Amplifier Mixer with a minimum of 4 Channels HDMI, VGA, RCA connectors	AU	[redacted]	[redacted]	7%	R 241.32	R 3 688.74
A.2.24.	PVC Trunking 25x16mm per metre	AU	[redacted]	[redacted]	7%	R 3.04	R 46.44
A.2.25.	2760mm x 1555mm standard motorised projector screen with screen ceiling box	AU	[redacted]	[redacted]	7%	R 442.09	R 6 757.69
A.2.26.	5000 ANSI Lumen WUXGA Projector	AU	[redacted]	[redacted]	7%	R 3 311.70	R 50 621.70

A.2.27.	Projector Ceiling Mount bracket (including any bracket extension)	AU	[redacted]	[redacted]	7%	R 72.38	R 1 106.38
A.2.28.	Wireless Touchscreen controller (5.7inch)	AU	[redacted]	[redacted]	7%	R 1 523.07	R 23 281.17
A.2.29.	Control Processor and Gateway	AU	[redacted]	[redacted]	7%	R 1 883.17	R 28 785.57
A.2.30.	Modular Multi-Media Pop Up Box (desktop flush mounted) including the following modules • Dual Pass through module • HDMI Module • VGA Module • Audio-in Module • 220V Power Socket • Blank Module • USB Charger	AU	[redacted]	[redacted]	7%	R 519.74	R 7 944.64
A.2.31.	USB Cable (18m)	AU	[redacted]	[redacted]	7%	R 90.41	R 1 381.91
A.2.32.	HDMI Cable (18m High Speed)	AU	[redacted]	[redacted]	7%	R 144.55	R 2 209.55
A.2.33.	VGA Cable (18m)	AU	[redacted]	[redacted]	7%	R 126.76	R 1 937.66

A.2.34.	Audio Cable (18m)	AU	[redacted]	[redacted]	7%	R 44.70	R 683.34	
A.2.35.	Wall mounted presentation speakers (175 Watt)	AU	[redacted]	[redacted]	7%	R 524.60	R 8 018.86	
A.2.36.	120 W Amplifier Mixer with a minimum of 4 Channels HDMI, VGA, RCA connectors	AU	[redacted]	[redacted]	7%	R 827.20	R 12 644.30	
A.2.37.	PVC Trunking 25x16mm per metre	AU	[redacted]	[redacted]	7%	R 3.04	R 46.44	
	TABLE A.3. LABOUR RATES FOR INSTALLATION AND COMMISSIONING OF AV SYSTEMS Rates for installation and commissioning of AV systems							
Item	Description	Unit	Year	Rates				
			Year 1	Year 2	Year 3	Year 4	Year 5	Total
A.3.1	Small Meeting room	Per Installation	R 4 800.00	R 5 040.00	R 5 300.00	R 5 560.00	R 5 835.00	R 26 535.00
A.3.2	Medium Meeting room	Per Installation	R 7 700.00	R 8 085.00	R 4 490.00	R 8 914.00	R 9 360.00	R 38 549.00
A.3.3	Large Meeting room	Per Installation	R 9 600.00	R 10 080.00	R 1 058.00	R 11 113.00	R 11 670.00	R 43 521.00
A.3.4	Council Chambers	Per Installation	R 40 000.00	R 42 000.00	R 44 100.00	R 46 305.00	R 48 620.00	R 221 025.00

	TABLE A.4. LABOUR RATES FOR EXISTING AND NEW AUDIO VISUAL SYSTEMS Per Hour Rates							
A.4.1	Equipment Operator	Per Hour	R 185.00	R 194.00	R 204.00	R 214.00	R 225.00	R 1 022.00
A.4.2	Equipment Technician	Per Hour	R 185.00	R 194.00	R 204.00	R 214.00	R 225.00	R 1 022.00
A.4.3	Junior Engineer	Per Hour	R 275.00	R 290.00	R 305.00	R 320.00	R 337.00	R 1 527.00
A.4.4	Senior Engineer	Per Hour	R 450.00	R 473.00	R 496.00	R 521.00	R 547.00	R 2 487.00
A.4.5	Software Engineer	Per Hour	R 452.00	R 475.00	R 392.00	R 498.00	R 523.00	R 2 340.00
A.4.6	First Line Support Technician	Per Hour	R 185.00	R 194.00	R 204.00	R 214.00	R 225.00	R 1 022.00
A.4.7	Second Line Support Technician	Per Hour	R 280.00	R 294.00	R 309.00	R 324.00	R 340.00	R 1 547.00
A.4.8	Acoustic Engineer	Per Hour	R 450.00	R 472.00	R 496.00	R 520.00	R 547.00	R 2 485.00
A.4.9	Project Manager	Per Hour	R 545.00	R 572.00	R 600.00	R 530.00	R 663.00	R 2 910.00
A.4.10	Labour for Rack Work	Per Hour	R 360.00	R 378.00	R 397.00	R 417.00	R 438.00	R 1 990.00
A.4.11	Normal Time Labour rates for installation during normal business hours	Per Hour	R 450.00	R 472.00	R 496.00	R 520.00	R 547.00	R 2 485.00
A.4.12	Normal Time Labour rates for remedial maintenance	Per Hour	R 280.00	R 294.00	R 309.00	R 324.00	R 340.00	R 1 547.00
A.4.13	Overtime labour rates for installation and remedial maintenance outside normal business hours	Per Hour	R 385.00	R 404.00	R 425.00	R 445.00	R 468.00	R 2 127.00
A.4.14	Cable Installer	Per Hour	R 185.00	R 194.00	R 204.00	R 214.00	R 225.00	R 1 022.00
A.4.15	Electrician	Per Hour	R 475.00	R 498.00	R 523.00	R 549.00	R 576.00	R 2 621.00
A.4.16	Technical Support inclusive of As-Built drawings	Per Hour	R 450.00	R 472.00	R 496.00	R 520.00	R 546.00	R 2 484.00
A.4.17	Equipment Operator	Per Day	R 1 470.00	R 1 544.00	R 1 620.00	R 1 702.00	R 1 786.00	R 8 122.00
A.4.18	Equipment Technician	Per Day	R 1 470.00	R 1 544.00	R 1 620.00	R 1 702.00	R 1 786.00	R 8 122.00

A.4.19	First Line Support Technician	Per Day	R 1 475.00	R 1 549.00	R 1 626.00	R 1 707.00	R 1 792.00	R 8 149.00
A.4.20	Second Line Support Technician	Per Day	R 2 200.00	R 2 310.00	R 2 426.00	R 2 547.00	R 2 674.00	R 12 157.00
A.4.21	Hiring of Scaffolding including Delivery, Erection, Certification, Dismantling and Collection	Per Day	R 650.00	R 685.00	R 720.00	R 760.00	R 800.00	R 3 615.00
A.4.22	Other Rates Transportation rates (for remedial maintenance only)	Per km	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00
A.4.23	Inclusive call out fee (inclusive of 1 hour labour and transport)	Per call	R 600.00	R 600.00	R 650.00	R 650.00	R 675.00	R 3 175.00
A.4.24	Cable installation complete including terminations and labelling	Per metre	R 75.00	R 75.00	R 80.00	R 80.00	R 85.00	R 395.00
A.4.25	Trunking installation complete with bends, corners and matching covers	Per metre	R 95.00	R 95.00	R 105.00	R 105.00	R 110.00	R 510.00
A.4.26	Installation cost of PVC conduit installation complete, with galvanised draw wire, on surface	Per metre	R 105.00	R 105.00	R 110.00	R 110.00	R 115.00	R 545.00
A.4.27	Galvanised conduit installation complete, with galvanised draw wire, on surface	Per metre	R 145.00	R 150.00	R 155.00	R 160.00	R 165.00	R 775.00
A.4.28	Conduit installation complete, with galvanised draw wire, chased in brickwork and made good	Per metre	R 320.00	R 340.00	R 345.00	R 350.00	R 360.00	R 1 715.00
A.4.29	Cable installation complete, including terminations and labelling, drawn into wireways	Per metre	R 70.00	R 70.00	R 75.00	R 75.00	R 80.00	R 370.00
A.5.1	TABLE A.5. LABOUR RATES – TRAINING FOR AUDIO VISUAL SYSTEMS	Per hour	R 395.00	R 415.00	R 436.00	R 458.00	R 482.00	R 2 186.00

	Certified training for CCT technical staff for 1st and 2nd line equipment and network support of Delegate Conference Network system							
A.5.2	Operator training for CCT staff for general meetings	Per hour	R 395.00	R 415.00	R 436.00	R 458.00	R 482.00	R 2 186.00

TENDER NO: 102S/2023/24

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

[redacted]..,
(Supplier/Mandatary/Company/CC Name)

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

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

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

COID ACT Registration Number: [redacted] ....

OR Compensation Insurer: .... Policy No.: ....

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

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

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

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

Signed at BELLVILLE on the 4 day of December 20 23

[redacted]

[redacted]

Signed at Bellville on the..................................day of....................................2023

Witness

for and on behalf of
City of Cape Town

PART 7: INFORMATION PROVIDED BY SUPPLIER

All of the aforementioned/supporting information, as submitted/provided by the Supplier for **TENDER NO: 102S/2023/24 – SUPPLY, INSTALL, MAINTENANCE AND SUPPORT OF AUDIO VISUAL SYSTEMS** is incorporated into this Memorandum of agreement by the mere reference thereof.