

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

TENDER NO: 57S/2026/27

TENDER DESCRIPTION: PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

CONTRACT PERIOD: 96 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT
 (Subject to approval of an MFMA Section 33 Process)

CLOSING DATE 02 October 2026

CLOSING TIME 10:00 am

TENDER BOX NUMBER 208

TENDER FEE R 200

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

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

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

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

TABLE OF CONTENTS

THE TENDER.....	3
T.1 GENERAL TENDER INFORMATION	3
T.2 CONDITIONS OF TENDER	4
2.1 General.....	4
2.2 Tenderer's obligations	7
2.3 The CCT's undertakings.....	18
THE CONTRACT	25
C.1 DETAILS OF TENDERER/SUPPLIER	26
C.2 FORM OF OFFER AND ACCEPTANCE	27
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION).....	27
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT)	28
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE)	29
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE).....	30
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	31
C.4 PRICE SCHEDULE	32
C.5 SPECIFICATION(S).....	34
C.6 SPECIAL CONDITIONS OF CONTRACT	68
C.7 GENERAL CONDITIONS OF CONTRACT	79
C.8 ANNEXURES	89
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY	89
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT	90
ANNEXURE C – PRO FORMA PERFORMANCE SECURITY/ GUARANTEE.....	92
ANNEXURE D – PRO FORMA ADVANCE PAYMENT GUARANTEE.....	93
F.1: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION	95
Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums	98
Schedule F.3: Declaration for Procurement above R10 million.....	99
Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022	100
Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended).....	110
Schedule F.6: Conflict of Interest Declaration	112
Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)	111
Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT	115
Schedule F.9: Certificate of Independent Tender Determination	116
Schedule F.10: Proposed Deviations And Qualifications By Tenderer	117
Schedule F.11: List of Other Documents Attached By Tenderer.....	118
Schedule F.12: Record of Addenda to Tender Documents	119
Schedule F.13.1: Information to Be Provided With the Tender.....	120
Schedule F.13.2: Information to Be Provided With the Tender.....	121
Schedule F.13.3: Information to Be Provided With the Tender.....	123
Schedule F.14: Appeal Application.....	124

THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	28 August 2026
SITE VISIT/CLARIFICATION MEETING	:	Time: 10h00 on Date: 11 September 2026 (Compulsory briefing session to be held via Teams)
ON-LINE CLARIFICATION MEETING VIA TEAMS:		Use link below to join the meeting by clicking Ctrl and the link below https://teams.microsoft.com/meet/31452506487732?p=YgFxzAtWZVkystohRg
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement TENDER NO. 57S/2026/27 - TENDER DESCRIPTION: PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN, the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	Email: Scm.tenders6@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

The Parties agree that this tender, Tender Document Goods and Services (hereinafter referred to as the “Tender” / “Tender Document”), its evaluation and acceptance and any resulting contract shall also be subject to the CCT’s Supply Chain Management Policy (‘SCM Policy’) that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.

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

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points. Tenderers to note that this tender will be subject to a Municipal Finance Management Act Section 33 process that needs to be concluded after awarding of the tender.

The CCT intends to appoint a single tenderer, the highest ranked responsive tenderer, for the allocation of work. In addition, CCT intends to appoint a standby bidder, the next highest ranked responsive tenderer. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of 8 years (96 months) from the commencement date of the contract (Subject to approval of an MFMA Section 33 Process), where the first 60 months will be for the processing of new fines and the last 36 months will be for running the system dry.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of

- the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
 - c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

- 2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

- 2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

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

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

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

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

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account:

CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);
- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

Failure to submit the following minimum requirements in the tender will render your bid non-responsive.

ELIGIBILITY REQUIREMENTS:

1. Proof that the bidder has at least one Metropolitan Municipality or Provincial Administration as a previous or current client with a similar contract, i.e. provision of enforcement equipment and back-office system and services.
2. Proof of ability to access NaTIS - on-line and in real time to immediately obtain the licensing status of vehicles whose number plates are read by the Automatic Number Plate Recognition (ANPR) technology.

For item 1 above a reference letter not older than six months on date of tender closing from at least one municipality or Provincial administration as a current client with a similar contract needs to be provided as proof. Previous clients' contracts should not be older than five years on tender closing date.

For item 2 above the prospective vendor needs to provide credentials of Natis access provided via their client or Service level agreement related to Natis access or proof of technical ability and understanding to get access to Natis. In the case where the prospective vendor does not have existing access to Natis, they will have to provide a written technical explanation including a diagram of how they will access Natis information.

NB: Tenderers to attach all evidence in schedule F.13.1

2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

2.2.1.1.4 Minimum score for functionality

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

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

Only tenders that contain the minimum requirements specified in 2.2.1.1.2 will be considered. Responsive tenders will be evaluated in two stages. In the first stage the bidders' ability to deliver and experience will be evaluated. All bidders scoring a total score of less than 70 in the first stage will be disqualified.

Bidders who passed the first stage of evaluation will undergo a second stage of evaluation. In the second stage the City reserves the right to invite bidders to demonstrate compliance with the functional specification of the tender.

Only those tenders that achieve the minimum score of 70 for functionality and the minimum requirements specified in 2.2.1.1.2 in the first and second stages of evaluation will be declared responsive. Successful tenders will be further evaluated in terms of price and preference points.

First Stage Evaluation:

A description of the evaluation criteria and the applicable points is given in the table below. The total score achieved will be the sum of the scores for the individual criteria. Bidders must provide their responses in schedule F.13.2 under the heading, "Bidder's responses: First stage evaluation" and submit acceptable documentary proof in the tender document to substantiate their responses.

Ability to deliver and experience:

No	Evaluation Criteria	Applicable points	Max Score
1	Resources: Human Resources Staffing: Total number of permanent and temporary employees in company. Tenderers to	No staff = 0 points ≤ 50 staff = 5 points 51 - 100 staff = 8 points > 100 staff = 10 points	10
2	Type of client with similar contract, i.e. provision of enforcement equipment and back-office system	None or no response = 0 points Local or District Municipality = 2 points Metropolitan Municipality or Provincial Administration = 10 points	10
3	Technology: Vehicles and related Equipment owned or leased: Number of ANPR Vehicles or Roadblock busses	None or no response = 0 < 3 = 2 3 - 5 = 5 > 5 = 10	10
4	Implementation of fine contravention systems in past 8 years	None or no response = 0 One = 2 2 - 5 = 5 > 5 = 10	10

5	Track record and Experience: Back-office Experience: Provision of back-office contravention system and services	None or no response = 0 < 3 years = 4 3 - 5 years = 15 > 5 years = 30	30
6	Volume of monthly offences issued and processed (S341 and S56)	None or no response = 0 < 50 000 notices = 2 50 000 – 100 000 notices = 5 ≥ 100 000 notices = 10	10
7	Technology: Number of fixed and mobile cameras supplied and currently utilized by clients	None or no response = 0 < 50 = 2 50 - 80 = 5 > 80 = 10	10
8	Number of Average Speed Over Distance (ASOD) systems installed and currently used by clients	None or no response = 0 < 3 = 2 3 - 5 = 5 > 5 = 10	10
TOTAL			100

NB: Bidders who fail to achieve minimum functionality score **of 70** or more in the first stage of evaluation will be eliminated and will not move on to the second stage of evaluation.

Second Stage Evaluation:

The City reserves the right to invite bidders to demonstrate their compliance to the tender specification. Bidders must prove that they have previously provided equipment, systems and services that fully complies with this tender specification. The bidder may be required to give a practical demonstration of the equipment and systems on offer in terms of this tender. The City may also require a physical inspection of the bidder's premises and facilities by delegates from the City's Bid Evaluation Team. It will also involve following up with the bidder's references to confirm the relevance to this tender and the acceptability of the systems and services offered by the bidder to other clients.

Bidders will be scored as follows on all evaluation criteria based on the degree to which the bidder can comply with the tender specification:

Points allocation for second stage evaluation	Points
Non-compliant or unlikely to satisfy tender requirements or objectives.	0
Tender requirements and objectives met partially or with reservations.	1
Tender requirements and objectives met fully.	2

Second stage evaluation criteria and points allocation:

No	Evaluation criteria (tender requirement)	Maximu	Weight
1	Camera Services		26
1.1	Ability to supply, install fixed and mobile cameras and accessories	2	
1.2	Capability to repair, maintain cameras	2	
1.3	Ability to ensure Calibration of cameras	2	
1.4	Ability to supply, install, maintain railway crossing / stop sign camera systems	2	
1.5	Ability to supply, install, maintain Average Speed Over Distance (ASOD) systems	2	
1.6	Ability to demonstrate the operation of cameras with Advance Automated Detection capabilities	2	
1.7	Ability to prepare and submit way-leave applications	2	
1.8	Capability to conduct speed surveys	2	
1.9	Ability to install signage related to camera enforcement	2	

1.10	Capability to provide on-site field technical support	2	
1.11	Ability to train and provide camera operator certificates to officers	2	
1.12	Capability for data capturing, verification, uploading of camera images	2	
1.13	Capability for adjudication and viewing of camera cases	2	
2	Bus-lane enforcement system		4
2.1	Ability to Maintain and operate bus-lane enforcement system	2	
2.2	Ability to process offences from bus-lane system	2	
3	Contravention system (software and hardware)		10
Second stage evaluation criteria and points allocation continued:			
3.1	Ability to supply a working version of a contravention application / system	2	
3.2	Ability to provide technical hardware/software maintenance and support services	2	
3.3	Ability to comply with City's Application Architecture guidelines through application demonstration and submission of architectural documentation	2	
3.4	Ability to demonstrate that the tenderers' software can integrate in real-time with Point-of-Sale systems e.g. a City's Cash Receipting system, 3 rd party online payment platforms and 3 rd party assisted services	2	
3.5	Ability to demonstrate a backup process to an existing system	2	
4	Service Centre Services (Back-office)		32
4.1	Ability to automatically import ASOD, Bus-lane offences, and Hand Held (Mobile) Device offences	2	
4.2	Ability to capture handwritten and video offences	2	
4.3	Capability to scan and transmit handwritten offences for capturing	2	
4.4	Capability to change of offender at warrant stage	2	
4.5	Availability or ability for dedicated change of offender module for proxies	2	
4.6	Ability to print and send all notices and court documentation	2	
4.7	Availability or ability of an automated representation module for e-mails received	2	
4.8	Availability or ability for an automated signing by clerk of the court section 54 summons module	2	
4.9	Ability to produce warrants with court roll for pre-authorisation	2	
4.10	Ability to produce and provide comprehensive statistics	2	
4.11	Ability to finalise redundant cases	2	
4.12	Availability or ability to supply officer books and book administration module	2	
4.13	Ability to provide a Summons serving service by authorised servers or contracting with a duly authorised agent to perform summons service	2	
4.14	Access to data washing services to improve contact details of offenders	2	
4.15	Capability to send MMS/SMS/email offence notice reminders	2	
4.16	Ability to prevent sending of notices for false or duplicate number plates	2	
5	Payment Facilities		10
5.1	Ability to interface with a Cash receipting system and third-party payment systems for on-line, real-time validation of payments	2	
5.2	Ability for on-line, real-time cancellation of payments	2	
5.3	Ability to process or facilitate the recording of fresh fines	2	
5.4	Ability to demonstrate daily generating of electronic reports of payments received	2	
5.5	Availability of an existing website for viewing of offence details	2	
6	Warrant administration and roadblock support		16
6.1	Ability of filing and safekeeping of warrants	2	
6.2	Ability to electronically record and track warrant movements	2	
6.3	Ability of printing of section 54 summonses at walk in centres	2	
6.4	Ability of Scanning of warrants and Return of Service's	2	

6.5	Ability to provide Roadblock support vehicles with Automatic Number Plate Recognition (ANPR) functionality	2	
6.6	Ability for electronic transmission of warrant documents	2	
6.7	Ability to provide ANPR vehicles	2	
6.8	Ability of Printing of sec 54 summonses at roadblocks	2	
7	AARTO		2
7.1	Readiness to process AARTO infringements <i>(No points for no proof of readiness, 1 point for being in process of establishing links with NRTOR and 2 points for full integration currently.)</i>	2	
Total		100	100

Only those tenders that achieve the minimum score of 70 for evaluation in the second stage will be declared responsive.

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

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

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

2.2.1.1.7 Provision of samples

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

2.2.12.6 The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

2.2.12.8 By signing the offer part of the Form of Offer (**Section C.2, Part C.2.1 hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

2.2.12.9 Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.10 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

2.2.14.2 If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

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

2.2.15.3 A tenderer may request in writing, after the closing date, that its tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

Tenderer's shall promptly provide clarification of its tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

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

2.2.17 Provide other material

2.2.17.1 Tenderer's shall promptly provide, upon request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 The tenderer shall provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

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

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

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

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

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

2.2.22 Collection and issuing of tender documents

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

It is the responsibility of bidders who obtain documents through any means other than described herein, to

notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

If necessary, the CCT may issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The CCT reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

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

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, CCT shall open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Conditions of Tender.

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

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

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

2.3.4 two-envelope system

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

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

The CCT shall determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

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

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

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

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

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

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

- Based on the sum of the prices/rates in relation to the estimated quantities.

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

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

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	4
2	Enterprise Supplier Development and Socio Economic Development > 15% of total expenditure = 3 points > 10% up to 15% of total expenditure = 2 points >= 5% up to 10% of total expenditure = 1 points < 5% of total expenditure = 0 points	3
3	Skills Development OR Employee Share Scheme Skills Development > 5% of total profit = 3 points > 3% up to 5% of total profit = 2 points >= 1% up to 3% of total profit = 1 points	3

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

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

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

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

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

2.3.12.4 The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):

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

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

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: February 2024	Version: 10	Page 25 of 80

TENDER NO: 57S/2026/27

TENDER DESCRIPTION: PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

CONTRACT PERIOD: 96 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT (Subject to approval of an MFMA Section 33 Process)

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 57S/2026/27 PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 57S/2026/27 PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

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

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

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

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

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

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

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

Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 57S/2026/27 PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

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

Notes:

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

1 Subject . **Commencement date**

Details: Notwithstanding anything contained within this Tender Document, the Commencement Date of contract shall be 1 July 2028 save for where the final signature occurs after 1 July 2028, in such instance the Commencement Date shall be the date of final signature...

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2 Subject

Details
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3 Subject

Details
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4 Subject

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 57S/2026/27 PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Item No	Description	Unit of measure	Price per unit (excl VAT)
1	Basic fee per paid fine	Each	R
Monthly leasing fee for each of the following items provided inclusive of supply, installation and commissioning of the item with all its associated fittings and peripheral equipment, as well as maintenance, repairs, servicing, insurance, calibration, operational support and operational costs.			
2	Fixed digital camera system	Each	R
3	Fixed camera sites	Each	R
4	Mobile digital camera system	Each	R
5	Fixed video camera system	Each	R
6	Portable digital video camera	Each	R
7	ASOD enforcement system	Each	R
8	Roadblock support vehicle	Each	R
9	ANPR vehicle	Each	R
10	Portable warrant query and printing unit	Each	R
11	Fixed digital camera system with Advanced Automated Detection capability	Each	R
12	Fixed site ANPR camera system	Each	R
13	Mobile ANPR camera system	Each	R
14	In vehicle speed camera system	Each	R
15	Sound enforcement camera system	Each	R
Fee applicable should AARTO be implemented, inclusive of all obligations as specified in this tender. There will be no basic fee payable per paid AARTO fine.			
16	Fee per AARTO infringement successfully uploaded	Each	R

17	Normal postage of infringement notices under AARTO	Each	R
18	Electronic service of infringement notices via normal e-mail under AARTO	Each	R
19	Electronic service of infringement notices via tracked e-mail under AARTO	Each	R

FUTURE TECHNOLOGY PRICING: The vendor must be able to provide the future technologies related to the requirements of this tender as it comes on to the market for the duration of the contract. Future technology (ies) refer to advancements (hardware and software) that enhances the enforcement and management capabilities. **This must be provided at cost plus mark-up. To be used at the discretion of the CCT.**

Note: This will not be used for evaluation purposes.

20	New Technology: As requested by the CCT. % Mark-up to be supplied by the tenderer	%	
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Pricing Instructions:

- 4.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 4.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 4.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 4.8 Contractors to note that no basic fee will be payable for paid fines should AARTO be implemented.
- 4.9 The successful contractor will be required to sign and agree to a service level agreement post the awarding of the contract which will be in line with the tender specifications.
- 4.10 The percentage mark up for item 20 will be fixed for the duration of the contract term and no increases will be allowed for this item.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

5.1 BACKGROUND

The City of Cape Town intends to appoint an experienced service provider with a proven track- record for the provision of traffic law enforcement equipment, back-office systems and related services for a period of 96 months where the first 60 months is for the processing of new fines and the last 36 months is to run the system dry.

The contract is envisaged to commence on 1 July 2028. The contractor will be expected to commence preparatory work as soon as the contract is awarded and the appeal period is concluded, so as to minimise disruption of services at the date of commencement. Proof of preparation work to be provided to the City on a monthly basis.

5.1.1 The required services will include the supply, installation and maintenance of digital camera systems to enforce speed, red light and other moving violations at fixed and mobile sites. The City also requires fixed video camera systems capable of automatically detecting and recording vehicles disobeying stop signs and/or railway crossings, or other traffic violations as agreed between the parties. Cameras with Advanced Automated Detection capabilities will be required. The City also requires Average Speed Over Distance (ASOD) enforcement systems. The contractor will be expected to maintain and operate the City's bus lane enforcement system that incorporates sixteen fixed ANPR camera systems along the N2 highway and process all offences generated by the system. The contractor will be required to supply fixed site and mobile ANPR camera systems, that are fully integrated to detect and alert officers of vehicles of special interest, as well as cameras with advanced automated detection (AAD) capabilities. The City will require the installation of in-vehicle speed camera systems. Sound detection camera systems will also be required. The City wants the latest technology used for camera enforcement cases and therefore require all camera equipment supplied for leasing to be brand new at the time of supply. The actual number of camera systems and sites that may be called for during the term of the contract and the timing of such calls will be at the discretion of the City. The contractor will also be expected to take over the calibration, operational support, maintenance, repair, insurance and general management of 82 fixed cameras, 25 mobile cameras, 12 ASOD camera systems, 10 fixed site ANPR camera systems, 5 Mobile ANPR camera systems, 1 Advanced Automated Detection camera and 67 fixed camera sites already owned by the City from previous tenders. The contractor will be required to hand over ownership of all camera equipment and fixed camera sites with related equipment leased to the City during the first phase (60 months) of the project at the end of the 60-month period, at no cost to the City. The City will require the handover of all fixed sites and related infrastructure installed by the vendor at the end of the 60-month period at no cost to the City.

5.1.2 The City requires a contravention system and full back-office services for the processing of all traffic and by-law fines, whether they be handwritten, or generated by camera, hand held unit, or any other system that may be used by the City and/ or Provincial Traffic. The contravention system should cater for the full life cycle of a fine from the initial capturing or generation of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalised. The cases to be processed include those generated by the Provincial Traffic within the boundaries of the City. Bylaw offences also need to be processed by the contravention system. These bylaw offences are usually generated by the City's Metro Police Department, Law Enforcement Department and might include by-laws related to the Fire Services department. The contractor will be responsible for supplying all officers' books used by Provincial Traffic and the City at no cost to the City.

5.1.3 The contravention system must conform with the City's standard systems architecture (at a minimum). The City requires real-time interfacing of the contravention system, but not limited to, the City's cash receipting system and with the systems of its third-party payment agents to allow the validation of fines and the taking of fine payments via these systems.

- 5.1.4** The contractor needs to establish interfaces to the systems of the City's third-party payment agents for the hosting of such details and images on their websites.
- 5.1.5** The contractor must provide a secure hosted website where details of fines and associated images and video clips can be viewed. The full functionality will have to be discussed and agreed to by the City before implementation. The service provider to ensure that the website must comply with all applicable legislation.
- 5.1.6** If required by the City, the contravention system must be adapted to interface with the City's SAP system or any such alternative system identified by the City in order for management information and statistics to be drawn from such system.
- 5.1.7** The City requires the use of vehicles that are fully kitted out to support smart roadblocks, including Automatic Number Plate Recognition (ANPR) technology capable of identifying wanted vehicles. The City further requires the use of detection vehicles fitted with ANPR systems that are fully integrated with facilities to enquire on outstanding fines, summonses and warrants and production of summonses and copies of warrants at the roadside. The City further needs portable units capable of remotely connecting to the contravention system and producing copies of warrants of arrest at the roadside. The City will also use its own hand held devices for this purpose and the contractor is expected to provide the integration necessary to process fines generated by the City's and Provincial Traffic's hand held units on the contravention system.
- 5.1.8** Over the period July 2024 to June 2025, the City processed a total of 2.7 million offences of which 3.7% were handwritten section 341 notices, and 3.6% were handwritten section 56 summonses. The average payment rate of these offences for the 2024/25 financial year was 28.36%. The contractor will have to prove to the satisfaction of the City that its systems and infrastructure has the capacity to process at least the City's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the City, with sufficient spare capacity in reserve to cope with increased volumes.
- 5.1.9** At the commencement date of the contract, the un-finalised fines in the City's legacy system will remain the responsibility of the previous contractor until the end of their contract with the City. The legacy system and the contravention system will operate in parallel during the time it takes for the legacy system to "run dry" and the contractor will be expected to work in close cooperation with the previous contractor to ensure seamless operation. The contractor will be expected to process all new cases taken from the commencement date of the contract on its contravention system. At the end of the first 60 months of contract period, the contractor will be required to run the contravention system dry over a 36-month period until the end of the contract period. The City may decide in its sole discretion, to terminate the contract during the dry run period should it no longer be feasible. During the dry-running period the contractor will continue to perform all the normal functions necessary to finalise legacy cases that remain in the system.
- 5.1.10** The City has a requirement for old legacy fines, still payable, to be administered by the service provider (where practically possible), where the contract under which the legacy fines were administered came to an end. The latter fines are linked to mostly double warrants which normally do not expire, and all data and related evidence will have to be imported into the contravention system for the purposes of finalizing those cases. The basic fee applicable in this tender will be applied to the paid legacy fines. All information and data related to legacy fines must be clearly identified and the contravention system must be able to provide such information separately.
- 5.1.11** Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the City before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation, related regulations and the AARTO Standard Operating Procedures (SOP's). The contractor will process AARTO infringements as prescribed, which could be either directly on the National Road Traffic Offence Register (NRTOR), or via the contractor's own system as a front-end system. At the same time the

contractor must conclude all non-AARTO cases on the contractor's own system. Clause 5.11 of this tender deal specifically with obligations should the AARTO Act come into effect in the City.

- 5.1.12** For non-AARTO related fines the City will pay the contractor a monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the contractor. The monthly service fee will be made up of two components, namely a fixed basic fee for all generic deliverables, plus a leasing fee for specified items of equipment provided. The fixed basic fee will be calculated as the tendered amount for each successfully paid fine, i.e. Sect 341, Sect 54, Sect 56, as recorded on the contractor's system during the month regardless of how many charges are included in the fine. The monthly leasing fees will be paid in respect of every item of equipment provided up until the month end.
- 5.1.13** If AARTO is implemented, the City will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully captured or uploaded into the NRTOR. Note that no fee will be paid for infringements paid under AARTO. Leasing fees will continued to be paid at the applicable rate.
- 5.1.14** The contractor will be required to enter into a Service Level agreement with the South African Post Office for the purposes of posting and or electronic service of AARTO infringement notices on behalf of the City, if such agreement will be allowed and possible to enter into. The contractor will be compensated at the applicable approved rates as per the pricing instructions. The City however reserves the right to enter into an agreement directly with SAPO should it deemed necessary. The City will pay for the postage and electronic service where they enter into an agreement directly with SAPO.

5.2 REFERENCES

5.2.1 Client references:

Please provide references where your organization has implemented similar contracts to what you are proposing in this tender in organizations of similar size and complexity as the City of Cape Town, i.e. a Metropolitan Municipality or Provincial Administration. Please complete the information in schedule F.13.3

5.3 GENERAL OBLIGATIONS

The contractor shall:

- 5.3.1** perform all its duties under the supervision of the City and in strict compliance with any instruction received from the project manager nominated by the City, or any of the subject experts nominated by the project manager to deal with different aspects of the project.
- 5.3.2** nominate a suitable person based in Cape Town to act as "contract manager" with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the City and the contractor.
- 5.3.3** replace the "contract manager" upon receipt of a written request from the City in the event that the City is dissatisfied with the conduct and/or performance of the contract manager.
- 5.3.4** acknowledge that all vehicles, devices, hardware, software, or any other equipment with the exception of camera equipment and related software (see clause 5.3.5) provided to the City in terms of this tender, remains the property of the contractor who will be responsible for all fuel, operating costs, maintenance, servicing, repair, insurance, insurance claims and any other matters related to the ownership of such vehicles and equipment for the duration of the applicable contract period. Should any item become unserviceable for whatever reason, the contractor will provide a replacement.
- 5.3.5** Acknowledges and agrees that all fixed sites (including camera and illumination poles, housing and power cables) and equipment and related software for fixed, mobile, ANPR and ASOD cameras and systems leased during the first phase of the contract will be transferred to the City in good working condition and at no cost to the city at the end of the 60-month period.

- 5.3.6** acknowledge that the City retains ownership of the contents of the contravention system's database, including all the images and offence details in respect of each offender and make available to the City on request, periodically, or through an interface, any data or images that may be required for any purpose whatsoever and in the format as requested. The contractor will not make use of or allow anyone other than the contractor to make use of the images and data in the contravention system for any purposes other than the normal processing and finalisation of the fines, without the express permission of the City. At the end of the contract all data and related evidence must be transferred to the City's information storage facilities. The vendor will be required to develop, supply and install a basic interface with limited query and editing rights to a limited number of users with access control (minimum 30). Basic reporting capabilities will also be required. This requirement must be provided at no cost to the City.
- 5.3.7** acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate and amend the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the City, the only reasonable option is to terminate all or part of the contract, the City may unilaterally do so after giving the contractor one month written notice.
- 5.3.8** acknowledge that where, in the sole discretion of the City, any of the obligations imposed on the contractor in terms of this tender proves, in practice, to be unnecessary, impractical, or unfeasible, the City may, in writing, absolve the contractor from fulfilling such obligation, or vary the terms of the obligation in so far as it may be necessary.
- 5.3.9** strive to introduce, with the prior approval of the City and at no additional cost to the City, improvements to the technologies, systems and services provided in terms of this tender which may be to the benefit of the City and/or the contractor.

5.4 TENDER PRICING, INVOICING AND PAYMENT

5.4.1 Set fee per paid fine:

The tenderer shall:

- 5.4.1.1** acknowledge that a "paid fine" is defined as a fine that has been settled through the payment of one fine amount, regardless of how many charges were included when the fine was issued, and when such payment has been recorded on the contravention system.
- 5.4.1.2** tender a monthly leasing fee for each and every one of the following items provided to the City:
- 5.4.1.2.1 Fixed digital camera system as per clause 5.5.1.1.
 - 5.4.1.2.2 Fixed camera sites as per clause 5.5.1.2.
 - 5.4.1.2.3 Mobile digital camera system as per clause 5.5.1.3.
 - 5.4.1.2.4 Fixed video camera system as per clause 5.5.1.4.
 - 5.4.1.2.5 Portable digital video camera as per clause 5.5.1.5.
 - 5.4.1.2.6 ASOD enforcement system as per clause 5.5.1.6.
 - 5.4.1.2.7 Roadblock support vehicle as per clause 5.10.2.
 - 5.4.1.2.8 ANPR vehicle as per clause 5.10.3.
 - 5.4.1.2.9 Portable warrant query and printing unit as per clause 5.10.4.
 - 5.4.1.2.10 Camera system with AI capabilities as per clause 5.5.3.26
 - 5.4.1.2.11 Fixed site ANPR camera system as per clause 5.5.3.27
 - 5.4.1.2.12 Mobile ANPR camera system as per clause 5.5.3.28
 - 5.4.1.2.13 In vehicle speed camera system as per clause 5.5.3.31
 - 5.4.1.2.14 Sound detection camera system as per clause 5.5.3.30
- 5.4.1.3** tender a basic fee per paid fine covering all generic obligations in terms of this contract except for the AARTO obligations in terms of clause 5.11
- The tenderer shall:
- 5.4.1.4** calculate the basic monthly fee payable by the City to the contractor by multiplying the number of fine payments recorded on the contravention system in the preceding calendar month with the basic fee per paid fine and adding value added tax.

- 5.4.1.5 calculate the monthly leasing fees payable by the City to the contractor as follows: In respect of each item as per clause 5.4.1.2, multiply the number of items provided to the City up to and including the previous calendar month with the applicable leasing fee for that item. Add together all leasing fees so calculated and add value added tax. Leasing fees will only be paid for full month of leasing and cannot be charged for a portion of a month.
- 5.4.1.6 Submit to the City on or before the 7th day of each month, or make available to the City from the contractor system:
- 5.4.1.6.1 a report detailing the fines paid in the preceding calendar month as recorded on the contravention system and detailing the payment channel through which such fines were paid.
 - 5.4.1.6.2 a report detailing the types and quantities of items provided to the City up to and including the preceding calendar month for which leasing fees are levied in terms of clause 5.4.1.2.
 - 5.4.1.6.3 a value added tax invoice detailing the basic fee payable by the City to the contractor, calculated as per clause 5.4.1.4.
 - 5.4.1.6.4 a separate value added tax invoice detailing the leasing fees payable by the City to the contractor, calculated as per clause 5.4.1.5.
- 5.4.1.7 acknowledge that should the City inform the contractor that a fine payment was recorded on the contractor system in error due to a technical problem, or any other circumstances, and such payment has to be reversed, the contractor will not be entitled to the applicable monthly fee. Should the contractor already have received such a monthly fee the contractor shall upon request refund the City by means of a credit note on the next monthly invoice.
- 5.4.2 Set fee per AARTO Infringement captured or uploaded**
- 5.4.2.1 tender a set fee per AARTO infringement successfully captured or uploaded into the NRTOR covering all the contractor's obligations in terms of clause 5.11. (AARTO obligations) of this contract. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded. An infringement will be considered successfully captured or uploaded when it is accepted by the NRTOR for further processing. Infringements rejected by the NRTOR for any reason will not be considered successfully uploaded, regardless of whether the reason for the rejection is within the control of the contractor, or not.
- 5.4.2.2 calculate the monthly fee payable by the City to the contractor by multiplying the number infringements successfully uploaded or captured into the NRTOR in the preceding calendar month with the set fee as per clause 5.4.2.1 above.
- 5.4.2.3 calculate the monthly normal postage cost payable by the City for AARTO infringement posted by multiplying the number of infringements send via normal post with the applicable rate. This will only be applicable where the vendor was able to enter into an agreement with SAPO.
- 5.4.2.4 calculate the monthly Electronic service of infringement notices via normal e-mail under AARTO cost payable by the City for AARTO infringement send via normal e-mail by multiplying the number of infringements send via normal e-mail with the applicable rate. This will only be applicable where the vendor was able to enter into an agreement with SAPO.
- 5.4.2.5 calculate the monthly Electronic service of infringement notices via tracked e-mail under AARTO cost payable by the City for AARTO infringement send via tracked e-mail by multiplying the number of infringements send via tracked e-mail with the applicable rate. This will only be applicable where the vendor was able to enter into an agreement with SAPO.
- 5.4.2.6 submit to the City, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the City to the contractor in terms of clause 5.4.2.2 above together with proof, acceptable to the City, substantiating the fees claimed.
- 5.4.2.7 Acknowledge that no additional payments for any reason whatsoever will be paid by the City to the contractor over and above those provided for in clause 5.4.

- 5.4.2.8 Acknowledge that no payments will be made to the contractor for paid AARTO infringements and that the fee quoted for successful capturing and uploading of AARTO infringements is an all-inclusive fee.

5.5 CAMERA SERVICES

- 5.5.1 The City requires the contractor to supply, install, commission, maintain, as and when directed by the City:

- 5.5.1.1 fixed digital camera systems to record speed and/or red-light violations.
- 5.5.1.2 fixed camera sites with its ancillary equipment for the fixed digital cameras already owned by the City or those provided in terms of clause 5.5.1.1 above, including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the City and provided such locations have been authorised for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the City.
- 5.5.1.3 mobile digital camera systems to record speed violations with ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.
- 5.5.1.4 fixed video camera systems with ancillary equipment capable of automatically detecting vehicles disobeying stop signs and/or railway crossings, or other traffic violations as agreed between the parties and capable of recording, for evidential purposes, clear video footage of the offences which shall be used to generate traffic fines to be posted or electronically delivered to the vehicle owners.
- 5.5.1.5 portable digital video cameras and ancillary equipment suitable for recording, for evidential purposes, clear video footage of traffic offences which shall be used to generate traffic fines to be posted or electronically delivered to the vehicle owners. The video cameras shall have powerful zooming capabilities to record clear footage of vehicle registration numbers and have the capability to be used effectively in both day-time and night-time. The type, make, model and specifications of the cameras shall be as agreed with the City.
- 5.5.1.6 average-speed-over-distance (ASOD) enforcement systems. Each system must:
 - 5.5.1.6.1 be able to measure the average speed of vehicles traveling between two points on a particular stretch of roadway.
 - 5.5.1.6.2 be able to generate traffic fines for those vehicles exceeding the speed limit.
 - 5.5.1.6.3 must be capable of covering multiple lanes between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along the same stretch of road, each additional recording point will be considered to be a separate system.
 - 5.5.1.6.4 be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.
 - 5.5.1.6.5 be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the NaTIS system in real time when required.
 - 5.5.1.6.6 be capable of detecting vehicles that are stolen or wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.
 - 5.5.1.6.7 be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.
- 5.5.2 As a minimum, the fixed and mobile camera systems and other enforcement systems supplied in this tender shall be compliant with the following where applicable:

- 5.5.2.1 SANS 1795, including Part 5 “Data capturing and recording devices for road traffic law enforcement equipment”.
- 5.5.2.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).
- 5.5.2.3 Approval of the Director Public Prosecutions: Western Cape.
- 5.5.2.4 Approval by the most senior official or his/her nominee with the necessary authority of the City. The authorised official within the City will need to be satisfied that the camera and other enforcement systems provided are the most suitable systems available for the intended purpose.
- 5.5.2.5 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period).
- 5.5.2.6 All cameras and camera systems must be Type approved where required and as prescribed by the Metrology Act. Where Type approval is not yet obtained, the vendors must provide proof that the equipment has been submitted with in an agreed timeframe by the City.
- 5.5.2.7 Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.
- 5.5.2.8 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.
- 5.5.2.9 Fixed camera systems shall provide for multiple lane speed and red-light violation enforcement as required.
- 5.5.2.10 Fixed and mobile camera systems shall provide illuminating white flashes enabling successful night-time operation.
- 5.5.2.11 Fixed camera systems shall be protected against vandalism as far as practically possible.
- 5.5.2.12 Fixed camera systems shall preferably be non-invasive on road surfaces and record offenses by means of laser or radar technology.
- 5.5.2.13 Fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures.
- 5.5.2.14 Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages.
- 5.5.2.15 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.
- 5.5.2.16 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.
- 5.5.2.17 All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to a management information system.
- 5.5.3 The City already owns 25 mobile cameras plus 74 fixed cameras and 67 fixed camera site installations supplied by the previous contractor (details available on request). At the discretion of the contractor, these cameras and installations may be replaced by the contractor, at no cost to the City, with equipment of similar quality and functionality as agreed to by the City. In respect of all the fixed and mobile camera systems and site installations already owned by the City, as well as any fixed and mobile camera systems and installations supplied in terms of this contract, the contractor shall:
 - 5.5.3.1 provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera when required by the City.

- 5.5.3.2 ensure that all fixed camera installations are painted with a yellow and conform to any installation requirements as specified by the City.
- 5.5.3.3 prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.
- 5.5.3.4 conduct frequent field surveys, preferably through the use of non-invasive radar technology, and produce statistics on road usage and offence patterns at specific sites, including the 85th percentile, as and when directed by the City in order to assist the City to determine the need for fixed or mobile camera deployment at any site where camera enforcement is applied for. Survey results to be supplied within 4 weeks from date of request unless otherwise agreed with the City.
- 5.5.3.5 inspect the cameras and ancillary equipment at least once per month with the prior approval of the City in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times.
- 5.5.3.6 monitor on a daily basis that each fixed camera system, ASOD system and bus lane enforcement system remains operational by ensuring that images are wirelessly transmitted from each of these systems to a central location where it is displayed and monitored by contractor staff who will immediately initiate repair actions when faults are detected.
- 5.5.3.7 comply with any requirements from the City in respect of fixed camera installations and supply any additional equipment as may be specified by the City from time to time in order to facilitate inspection and operation of the fixed cameras.
- 5.5.3.8 maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.
- 5.5.3.9 repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the City. Replacement cameras must comply with all requirements in terms of this contract.
- 5.5.3.10 calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by the City from time to time and ensure that the calibration certificates are provided to the City.
- 5.5.3.11 provide calibration certificates of calibration equipment used during the calibration process.
- 5.5.3.12 provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the City.
- 5.5.3.13 provide on-site field support to the City's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used including night time and weekends.
- 5.5.3.14 make available up to 5 suitable vehicles to the City Officers on a temporary basis to allow them to continue their camera enforcement activities whenever their City owned vehicles are unavailable due to being sent for servicing or repair.
- 5.5.3.15 provide training workshops in the use of the cameras and ancillary equipment to the employees of the City as and when required by the City. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the City's employees in respect of training received.
- 5.5.3.16 take out insurance covering damage or loss for any reason of the contractor's and the City' cameras and ancillary equipment and maintain such insurance for the duration of this agreement.
- 5.5.3.17 upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.

- 5.5.3.18 upload and process images and data received from the City's bus-lane enforcement systems, the Provincial Traffic Departments ASOD systems or any other images and data as directed by the City.
- 5.5.3.19 provide facilities and systems for officers of the City to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable.
- 5.5.3.20 provide adequate equipment at City premises for the adjudication of video offences and for viewing of video offences by members of the public and for the presentation of such video footage as evidence in court.
- 5.5.3.21 ensure that the contravention system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.
- 5.5.3.22 ensure that the contravention system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.
- 5.5.3.23 provide the City with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.
- 5.5.3.24 make available the images and data to the City, or any other party as directed by the City, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.
- 5.5.3.25 produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.
- 5.5.3.26 upload statistics gathered by the cameras after every session and make the statistics available to the City in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number of infringements, the highest speeds recorded and, the times and duration of operation.
- 5.5.3.27 Provide fixed camera systems with Advanced Automated Detection capabilities to detect moving violations at agreed locations.
- 5.5.3.28 Provide ANPR camera systems at specific fixed sites as and when required by the City.
- 5.5.3.29 Provide mobile ANPR camera systems as required by the City.
- 5.5.3.30 Provide a sound enforcement camera system which should be a device or collection of devices that precisely measures the decibel level at the point of installation and determines, to generally accepted evidentiary standards, the source of the noise disturbance. The camera must also capture a video record of the noise disturbance event as well as still photography that enables the reliable identification of vehicle creating the disturbance, including the vehicle licence plate,
- 5.5.3.31 Provide in-vehicle speed enforcement camera systems to be installed in existing City vehicles. These cameras to comply with all applicable legislation and guidelines at the time of installation. The in-vehicle system must include suitable recording devices for the downloading of speed infringements to the back-end adjudication system for further processing. Recordings must be encrypted to prevent tampering. The system must provide a video recording and a still image for the purpose of adjudication. The system must also include in-vehicle cameras and microphones that can be used for evidentiary purposes.

5.6 BUSLANE ENFORCEMENT SYSTEM

- 5.6.1 The City already owns an ANPR system to enforce a lane dedicated for busses and mini busses on the N2 highway inbound between Borchards Quarry Road and the M5 highway (BMT lane). The system incorporates sixteen (16) fixed digital ANPR camera systems that were previously installed complete with all power supply equipment at predefined points along the BMT lane. The bus lane system also requires data transmission equipment and services that needs to be bought or leased by the service provider for this tender at their own cost. The cameras need to transmit

images wirelessly to a system that automatically filters out vehicles allowed in the bus lane and generates fines for the others. The system is prone to vandalism and technical faults, and the contractor must provide sufficient robust housing, concrete and or metal casings to prevent vandalism and theft. It was supplied by a previous contractor. The City requires the contractor to take whatever steps are necessary to continue the operation and maintenance of the Bus Lane Enforcement System for the duration of the applicable contract period. The contractor shall operate the system in accordance with the existing rules and operating procedures or as may be specified by the City.

5.6.2 The contractor shall:

- 5.6.2.1 daily check all the camera systems to ensure that all units are in working order.
- 5.6.2.2 repair or replace the camera systems and associated power supply and data transmission networks whenever any of the units are faulty or vandalised.
- 5.6.2.3 pay for electricity consumption of the ANPR camera systems, if required to do so by the City.
- 5.6.2.4 ensure that the images and information is transmitted from the fifteen camera locations and uploaded into the contravention system for processing and carry the cost of the wiring and cabling, connections, data transmission, roof space rental (where required) and maintenance of such communication infrastructure.
- 5.6.2.5 process offences against vehicles not allowed in the dedicated lanes during operational hours from 5am to 9am, or as specified by the City. This shall be accomplished by automatically comparing captured vehicle registration numbers with a database of vehicles that are allowed in the BMT lane, as well as by observation of the images by contractor employees who will be responsible for manually updating the database with permissible vehicles not already on the database.
- 5.6.2.6 import the images and data of offending vehicles into the contractor's contravention system for adjudication and further processing of the offences.
- 5.6.2.7 utilise the new camera installations to implement ASOD enforcement, between any of the sixteen camera locations on the bus lane, if and when required by the City.
- 5.6.2.8 ensure that the BMT lane enforcement system at all times complies with the prosecuting guidelines issued by the TCSP and any additional requirements imposed by the Directorate of Public Prosecutions or the City.
- 5.6.2.9 remove and reinstall the camera system or part thereof in the event of the gantries or bridges requiring repairs and maintenance at no cost to the City.

5.7 CONTRAVENTION SYSTEM AND SYSTEMS ARCHITECTURE

The contractor shall:

- 5.7.1 provide and operate a contravention system software package developed for the administration and management of Traffic and By Law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The contravention system should be capable of processing the Traffic and By Law offences in separate sub-systems, each with its own number range.
- 5.7.2 provide sufficient hardware in the service centre in order to meet its obligations in terms of this agreement and to operate the contravention system at optimal efficiency.
- 5.7.3 at its own cost, establish and maintain data communication links to the City's Wide Area Network in order to allow up to 330 of the City's remote workstations to operate on the contravention system.
- 5.7.4 ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the City's remote users connected to the contravention system to work simultaneously and at optimal efficiency and where applicable carry the cost of stand-alone data connections installation, equipment and data.
- 5.7.5 provide sufficient software licenses to the City in respect of the contractor software for the operation of the City's own work stations linked to the contravention system.

- 5.7.6 provide an on-going program of training for the Client's users of the contravention system to ensure that all users are adequately trained to perform their respective functions on the system and record of training interventions to be kept and provided to the City.
- 5.7.7 provide the City with user manuals for the contravention system if and when requested to do so. Updated user manuals need to be supplied when changes to the processes occur.
- 5.7.8 provide proof to the satisfaction of the City that the contravention system has the capacity of processing at least the City's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the City, with sufficient spare capacity in reserve to cope with increased volumes.
- 5.7.9 provide proof to the satisfaction of the City that the contravention system is utilised without any major problems in at least one other site in South Africa that is comparable to the City in terms of offence volumes processed and complexity of operations.
- 5.7.10 provide sufficient technical support and expertise locally on-site and remotely to ensure that the contravention system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contravention system that may be required by the City are implemented without delay.
- 5.7.11 ensure that the contravention system conforms in full with the City's standard systems architecture. The City's architecture document can be referenced for more detail. In particular the document titled "Application Architecture" which prescribes standards for systems to easily integrate with other systems and allow for database portability.
- 5.7.12 ensure that the contravention system is web based and/or is supported in a Microsoft environment.
- 5.7.13 ensure that the contravention system is compatible with the City's standard Windows 11 and Microsoft 365, 64-bit desktop operating system or any future Microsoft standard used by the City.
- 5.7.14 acknowledge that if any of the contractor's staff are required to work on City premises, such staff will be treated as City contracting staff who are subject to the City's existing IS&T policies and procedures. The contractor staff must be equipped with new workstations at no cost to the City, that comply with the City's desktop standard, and their desktops will be placed and treated as City-managed workstations. Workstations will require upgrading or replacement to the latest City's standards during the contract period at the contractor's cost.

ensure that the contravention system is hosted on City of Cape Town hosting infrastructure in the two City of Cape Town data centres used for the secure hosting of third-party systems. It is required for the service provider to provide primary and secondary infrastructure to host their system. The secondary infrastructure would serve as a disaster recovery site.

- 5.7.15 acknowledge that all the data and images on the contravention system belongs to the City and shall not be used by the contractor for any purposes other than those provided for in this tender or specifically sanctioned by the City.
- 5.7.16 ensure that all the data and images in the contravention system is hosted on City premises and that no off-site copies of the City data is kept without permission from the City.
- 5.7.17 make the data and images in the contravention system available to the City in any manner requested by the City for whatever reason. This could be for the purposes of inclusion on the City's own website, or to make it available to external parties.
- 5.7.18 ensure that the contravention system does not require any administrator and/or special user access rights to operate on the desktop.
- 5.7.19 ensure that the contravention system does not require the client firewall to be disabled.
- 5.7.20 ensure that the contravention system interfaces online and in real time with the City's cash receipting system using web service interface (at a minimum) to provide for on-line verification and updating of fine payments.

- 5.7.21 ensure that the contravention system interfaces with hand held devices, ANPR systems, or other equipment and devices that may be acquired by the City outside of this tender for the purpose of issuing of fines, or the identification of vehicles with outstanding fines, warrants of arrest, expired licenses, false number plates, stolen, or any other information for which the vehicles may be sought, by processing fines generated by such equipment and linking to appropriate back-end databases in real time.
- 5.7.22 on request from the City, work with the City's information technology team to establish an interface between the contravention system and the City's SAP ERP system or alternate future systems that will allow specified data that is hosted on the contravention system to be accessed from the SAP or alternate future systems with a view to draw transactional data, management information and statistical data directly via the SAP system.
- 5.7.23 Any interfaces where peering is required and approved, which requires outbound communication to the internet must go out via a proxy server.
- 5.7.24 The contravention system software must have the capability to be patched and or updated remotely where a thick client user interface is in use.
- 5.7.26 The contractor must install and maintain a Quality Assurance environment within the City data centre for testing all changes to be approved before promoting to production.
- 5.7.27 The tenderers must provide a detailed description and diagram of their IT solution.
- 5.7.28 Tenderers must note the information in the IT Architectural Section below and provide comprehensive information as requested:

IT Architectural Section

1. INTRODUCTION

The IT Architecture section serves three purposes:

Section A: of this document provides prospective vendors with technical information regarding the City's current IT environment. This subsection also provides the City's compulsory Architectural standards for the proposed solution.

2. SECTION A: GENERAL ARCHITECTURAL STANDARDS

Current City of Cape Town's Information Technology Environment

Three of the largest technology decisions taken by the City of Cape Town are as follows:

- SAP for structured business processes which covers the City's back-office systems.
- Microsoft for unstructured business processes which covers the standardisation of the desktops and backend servers on Microsoft technology
- Esri for Spatial, which covers the implementation of ArcGIS Enterprise Environment desktop and backend servers.

The table below contains all CCT landscape that supports our core and unstructured business processes. The versions specified can be regarded as the lowest version listed and could be higher as newer versions are released and implemented.

Technology Domain	Software Vendor	Current Standard Minimum	Status
Anti-virus software	Microsoft	Microsoft Defender for Endpoint as the minimum standard	Current

		Microsoft Defender for Servers	Current
Authorisation and Authentication	ESRI	Named User Authentication 11.3	Current
	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)	Current
	SAP	SAP ABAP NetWeaver Authorisation	Current
		SAP Business Objects Authentication	Current
		SAP Cloud Identity Authentication & Authorisation	Current
		SAP HANA Enterprise Authentication & Authorisation	Current
Cybersecurity, Fixed Networks Security	Citrix	Citrix NetScaler	Current
	Palo Alto	Palo Alto	Current
Database	ESRI	ArcGIS geodatabase version 11.3	Current
	Microsoft	MS SQL 2019	Current
	Open Source	MariaDB 10 (minimum)	Current
	Oracle	Oracle 19C	Current
	SAP	SAP HANA 2.0 SP03	Current
Front End Services and Endpoint computing	ESRI	ArcGIS Pro 3.1 (minimum standard)	Current
	Microsoft	Exchange 2016 (Email) – changing to Office 365 through the CAR Project.	Upgrading (no new requirements)
		Exchange Online	Current
		Microsoft 365	Current
		MS Edge Chromium as the minimum standard browser	Current
		Office Professional Plus 2016 as the minimum standard - Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace	Upgrading (no new requirements)
		Office 365	Current
		SharePoint 2016	Upgrading (no new requirements)
		Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) – changing to Teams and Office 365 over the coming years through the CAR Project.	Upgrading (no new requirements)
		Teams	Current
		Windows 11 64-bit with M365	Upgrading (no new requirements)
		Windows 11	Current
	SAP	SAP GUI 8.50 (minimum standard)	Current
		SAP Netweaver 7.5	Current
Middleware / Integration	ESRI	ArcGIS API for JavaScript 4.x	Current
		ArcGIS Desktop 11.3 AddIns	Current
		ArcGIS Pro SDK AddIns	Current
		ArcGIS 11.3	Current
		Esri SOE/SOI C# SDK 11.3	Current
		Esri Mediator – Integration of PVC objects with SAP LUM	Current
	Microsoft	ASP.NET, MVC Web API, WCF Web	Current

		Services (WDSL & JSON/XML REST)	
	None	WCF	Current
		Web API	Current
	SAP	GEO.e – Integration of Transport assets with SAP PM and FI	Current
		GIS iSAP Portal	Current
		SAP Process Orchestration NetWeaver 7.5 (minimum standard)	Current
Mobile field devices	Google (Open Source)	Android 10 (and above is not supported at present)	Current
		Android 4.4.4 operating system (minimum standard)	Current
		Angular 1 (EPIC)	Upgrading
		Angular 8 (EPIC)	Upgrading
		Angular 19 and above	Current
	SAP	Agentry	Current
		FIORI	Current
		SAP Afaria 7 mobile management system (minimum standard)	Current
Non-SAP Applications and Databases on VM	ESRI	UI5	Current
		ArcGIS 11.3	Current
Operating System	ESRI	ArcGIS 11.3	Current
	Microsoft	Microsoft Windows Server 2019	Current
	Open Source	RedHat Enterprise Linux (RHEL) 7.5	Current
		SUSE Linux Enterprise Server 12 SP4	Current
	SAP	SUSE Linux Enterprise Server 15	Current
Portal / Web Hosting	ESRI	ArcGIS Portal Version 11.3	Current
	Microsoft	Windows 2019+ Server Running IIS 8.5 as the minimum standard	Current
	None	HTTPS	Current
	Open Source	Apache 2.4 (minimum)	Current
		Tomcat 8.5 (minimum)	Current
	SAP	SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP)	Current
		SAP Java NetWeaver Portal	Current
Program Development	ESRI	ArcGIS API for JavaScript 4.x	Current
		ArcGIS Pro SDK,	Current
		ArcGIS 11.3	Current
		ArcObjects C# SDK 11.3	Upgrading (no new requirements)
	Microsoft	.NET Framework 4.8 (minimum standard)	Current
	Google (Open Source)	Angular 19 and above	Current
	None	REST	Current
		WCF and Web API Services,	Current
	Oracle (Open Source)	OpenJDK	Current
		JavaScript	Current

	SAP	SAP ABAP NetWeaver 7.4	Current
		SAP Business Objects 4.n	Current
		SAP HANA 2.0 Enterprise Platform	Current
Records Management	SAP	Public Sector Records Management SAP NetWeaver 7.4	Current
Security and Business Continuity	AppViewX	AppViewX CERT+ for Non-MS certificates and lifecycle management	Current
	Cohesity / Veritas	Cohesity Alta SAAS Protection (ASP)	Current
	ESRI	ArcGIS version 11.3	Current
	IBM	IBM tape libraries for long term data retention	Current
	Microsoft	Defender for Office attack simulation and training	Current
		Microsoft Active Directory Certificate Services (ADCS) 2022	Current
		Microsoft Defender for Cloud	Current
		Microsoft Defender for Cloud Apps	Current
		Microsoft Purview Information Protection	Current
	Tenable	Tenable.IO (aka Tenable Vulnerability Management for WAS scans	Current
		Tenable.SC for vulnerability management	Current
	Veritas	Veritas Flex backup appliances for disk based backups	Current
		Veritas NetBackup 10.1	Current
	Veritas / Cohesity	Veritas Access appliances for long term data retention	Current
Server Management	ESRI	ArcGIS 11.3	Current
	Microsoft	System Centre Suite 2016	Current
	SAP	SAP Solution Manager 7.2	Current
Server Virtual Machines	IBM	IBM Power Series 10 Virtual Machine	Current
	Microsoft	Microsoft Hyper -V	Current
	Oracle	Oracle Virtualbox 5 (minimum)	Current
Integration Methods	File Transfer	FTP	Current
	Email	POP3 SMTP IMAP COAP	Current
	Rest SOAP	HTTPS/1 HTTPS/2 HTTPS/3 Web Sockets	Current
	Message Queue Pub-Sub	Kafka Protocol AMQP ZMQ MQTT Active MQ	Current
	Data Transfer	ODBC Oracle JDBC	Current
	Security Protocols	LDAP OAuth 2.0 Open ID Connect (OIDC)	Current

	Runtime	Only the Open components of the Java Platform SE/EE must be used eg Open JDK	Current
	Spatial	GeoJSON	Current

Technology Domain	Product Instances	Version Details	SP/Level
SAP- Enterprise Resource Planning	SAP ECC6.0	- SAP NetWeaver 7.4, - EHP7 for SAP ERP 6.0	- SP29 - SP26
	PSRM	SAP NetWeaver 7.5	SP 24
	Corp CRM	- SAP NetWeaver 7.5, - EHP4 for SAP CRM 7.0	- SP 22 - SP 17
	EPIC CRM	- SAP NetWeaver 7.5 - EHP4 for SAP CRM 7.0	- SP28 - SP21
	BW	- SAP BPC 11.1, FOR SAP BW/4HANA - BW4HANA	- SP12 - SP09

MINIMUM NETWORK STANDARDS

The City of Cape Town's minimum standards are defined as follows:

The City's network is spread over a wide Metropolitan Area (MAN) mainly configured to run the Multi-Protocol Label Switching (MPLS) for fast data packet switching and transmission.

Desktops typically have a 100-Mbps Local Area Network (LAN) connection, while the Wide Area Network (WAN) connections vary between 1-Gbps at the access layer to 10Gbps towards the distribution and network Core Layers.

The current minimum bandwidth for a service provider leased connection is 20-Mbps and a minimum connection for a self-provided link is 1-Gbps for WAN links.

Servers in the Datacentres are linked to a minimum of 1 Gbps of connectivity and varying to 10Gbps with Data Centre distribution @ 40Gbps and the Data Core @ 400-Gbps.

MINIMUM DESKTOP HARDWARE STANDARDS

The City of Cape Town's minimum desktop hardware specifications are defined as per the table below:

Component	Standard
Processor	Intel® Core™ i5-8500
Memory	8GB
Chip Set	Q370 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
Windows Operating System	Windows 11 Professional Edition
Hard Drive	320GB HDD
Graphics	Intel HD 4600
Memory Slots	2

MANDATORY AND COMPULSORY STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that MUST be complied with. These mandatory standards are defined as follows:

- IP protocol only on the network.
- The use of Secure Transport Layer Security (TLS) version 1.2 between all application components.
- Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
- Separate database and application server architecture.
- ODBC or OLEDB connections between applications and databases.
- Full relational database design, using stored procedures.
- All DLLs must be wrapped as COM+ objects (preferably written in .NET).
- Minimum requirement .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2.
- Scheduled events via DTS on SQL Server.
- Application security (i.e. user accounts) at the application or database level (not at the OS level).
- Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only).
- Solution must function within a Microsoft Managed Environment.
- PC thick clients must not function requiring administrative rights.
- PC thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked-down managed personal computers.
- Solution interfaces with SAP must be SAP architectural compliant (preferably certified).
- All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
- No direct connections to the internet will be permitted. In the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy.
- Outbound internet connections allowed via proxy only on HTTPS on port 443.
- Webserver Software (Tomcat/Apache etc.) must have all vendor provided security patches to known CVEs applied.
- All open source components / dependencies used by applications must comply with all/if any licensing requirements.
- Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.
- The City of Cape Town's IS&T password management Standard Operating Procedure to be adhered to where applicable.
- The City of Cape Town's IS&T Network Access Standard Operating Procedure to be adhered to where applicable.
- Ensure that industry best practises are followed regards to general Change and/or User Management processes.

- Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK or licensing must be provided by the service provider.

OPTIONAL PREFERRED STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that is optional and preferred standards. These preferred standards are defined as follows:

- Application Solutions hosted on Microsoft Platforms.
- Web applications rather than thick client/server applications.
- If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI).
- Application architecture to be modular, and –tiered.
- Version control to be used for all application layers, and release management to include detailed release notes.
- The ability to co-exist with other 3rd party applications on the same hardware.
- Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above.
- Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises.
- Java supported is per the following:
- Primary - 100% Open JDK free version as latest as possible.
- Tertiary - Only <1% devices to contain commercial Java flavour / Run Time (Oracle or any other commercial provider) vendor must submit as a line item e.g. Library application.
- Java supported is per the following:
- The City of Cape Town's preference is to use the latest Open JDK free version. At present, the City of Cape Town has Open JRE xxx installed on all windows machines in the path \\..... The tenderer must be aware that the City of Cape Town will continually update the version of Open JDK to keep its cyber security posture up to date. As a supplier you are expected to do the same and the City of Cape Town will not be liable if you fall behind our Open JRE version levels.
- Alternately, any commercial Java / Run Time (be it Oracle or any other commercial provider) can be used, as long as the vendor provides this commercial version as part of the cost of its tender submission. The onus is on the vendor to continually update their commercial version of Java in order to ensure that the City of Cape Town keeps its cyber security posture up to date. Any negative audit findings will be for the supplier account to remedy.

UNSUPPORTED STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that are EXPLICITLY NOT SUPPORTED. These standards are defined as follows:

- Active X Controls – the managed desktop environment does not permit these.
- Mapped Network Drives or UNC paths between workstations and application servers.
- Mapped Network Drives between application/web/database servers.

- Mapped Network Drives or UNC paths between workstations.
- IP addressing - use DNS addressing instead.
- Application and database on the same server.
- Microsoft Access developed applications local or on a server.
- Applications written in such a manner whereby usernames and password are embedded in the application code.
- Thin client solutions such RDS and Terminal Servicer.
- Oracle Java JDK or SE not supported.

FURTHER ON-PREMISE VS CLOUD STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department's position on cloud is "Cloud Appropriate".

Not Cloud First, nor Cloud Last.

Cloud can also be called by another name "Outsourcing". When the City of Cape Town considers Cloud proposals the City of Cape Town has to balance the perceived benefits of Cloud with the hidden costs and risks of Outsourcing.

The City of Cape Town's long standing On-Premise model is well understood, institutionalised, costed and staffed.

The "Cloud Appropriate" strategy allows the City of Cape Town to consider On-premise/In-House (well understood), Cloud/Outsourcing (uncharted terrain) and Hybrid (highest complexity) Solutions/Proposals.

On-Premise

The following points are to be consider and described in On-Premise proposals:

- Level 1 Data Centre Hosting – The lowest level of On-Premise is Environmentals and physical security provided by the City of Cape Town in its data centres.
- Level 2 Server and Storage provision – using the IS&T department's transversal tenders, equipment can be provided, installed and maintained by the City of Cape Town; alternately to be provided by yourself the Service Provider and managed as a black box environment.
- Level 3 Operating System provision - using the IS&T department's transversal tenders, selected operating systems can be provided, installed and maintained by the City of Cape Town, alternately to be provided by yourself the Service Provider and managed as a black box environment.
- Level 4 Database System provision - using the IS&T department's transversal tenders, selected database systems can be provided, installed and maintained by the City of Cape Town; alternately to be provided by yourself the Service Provider and managed as a black box environment.
- Level 5 Application System provision – to be provided by yourself as the Service Provider.
- Data Backups and Recovery – will be provide by the City of Cape Town at each level where the City of Cape Town is the provider; whatever resides in the black back box is for the Service Provider to back-up and recover.

Cloud

The following points are to be consider and described in Cloud proposals:

- Data and Intellectual Property: Ownership of the City of Cape Town's Data and Intellectual Property will always reside with the City of Cape Town.
- Data Access
- Upon termination of the contract how will the City of Cape Town's data be made available to the City?
- During the duration of the contract will you provide a daily copy of the City of Cape Town's data to the City to be hosted and productively accessed from the City's on premise data centres? (providing a binary blob is the very opposite of "productively accessed")
- Post the termination of the contract will the data provided in a. and b. continue to be productively available to the City of Cape Town and no extra cost in a perpetual read only type licence?
- Service Provider Transition
- Upon termination of the contract how will you the incumbent Service Provider transition to the City of Cape Town's replacement Service Provider, with minimal impact and cost to the City's operations?
- How long with this transition take?
- What will the cost of this transition be?
- Security
- What steps will you take to secure the City of Cape Town's data and systems provided by your cloud solution?
- What security standards will you comply with?
- How frequently will you update your security posture e.g. apply patches?
- How will you respond to security breaches and how long will you take to remedy security breaches?
- Audit
- What audit steps will you take to provide assurance on the City of Cape Town's data and systems provided by your cloud solution?
- Will you be appointing an independent audit service provider to audit City of Cape Town's data and systems provided by your cloud solution?
- What audit standards will you comply with?
- How frequently will you or your independent audit service provider audit the City of Cape Town's data and systems provided by your cloud solution?
- Will you allow the City of Cape Town's auditors to the City's data and systems provided by your cloud solution?
- How will you respond to audit findings and how long will you take to remedy such audit findings?
- System Performance
- What steps will you take to ensure the system performance of City of Cape Town's systems provided by your cloud solution?
- Will you be making any guarantees about system performance?
- Will you be making any guarantees about system uptime and availability?
- How and how frequently will you be reporting on system performance and uptime?
- How will you remedy problems with system performance and uptime?
- How will quickly will you remedy problems with system performance and uptime?

5.8 SERVICE CENTRE SERVICES (Back Office)

5.8.1 Establishing a Service Centre:

The contractor shall:

5.8.1.1 establish a service centre at conveniently located premises as agreed by the City at least four months before commencement of the contract.

5.8.1.2 bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.

- 5.8.1.3 ensure that the service centre is operated by the contractor employees during the City's normal office hours, or any other hours as may be agreed between the parties.
- 5.8.1.4 implement measures to ensure that the service centre operations comply with directives of the City, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP).
- 5.8.1.5 allow the City to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement.

5.8.2 Staffing, sub-contractors and agents:

The contractor shall:

- 5.8.2.1 appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.
- 5.8.2.2 provide adequate management expertise and supervision in the service centre to effectively manage all its functions.
- 5.8.2.3 ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.
- 5.8.2.4 take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.
- 5.8.2.5 Ensure that all contractor user application forms are send to the City for noting and or approval for staff that need to gain access to the contravention system or where staff is removed from the system.
- 5.8.2.6 Ensure that a documented process is provided to the City on how administrative access is granted to the contravention database and underlying operating systems.
- 5.8.2.7 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorised by the City to do so.

5.8.3 Functions to be performed by the Service Centre:

The contractor shall:

- 5.8.3.1 automatically update the contravention system by importing offence records from camera related offences which includes offences generated by the Average Speed Over Distance systems and the Bus Lane Enforcement system.
- 5.8.3.2 capture offences recorded using any of the City's video systems, including portable video cameras, fixed video cameras, vehicle mounted video cameras, or video cameras carried or worn by officers, and generating the Section 341 notices to be sent to offenders.
- 5.8.3.3 automatically update the contravention system by importing offences electronically recorded by officers using hand held units.
- 5.8.3.4 provide suitable document scanning, printing equipment (that complies with business requirements) and toner cartridges at designated City offices to enable scanning of handwritten fines and other documents for electronic transmission of the scanned images to the Service Centre for data capturing from the images through the use of a document management system at no cost to the city. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the contractor and the City. These documents may include representations received, change of offender and correspondence.

- 5.8.3.5 ensure that scanned images of handwritten fines and any other scanned documents, as well as copies of fines recorded by hand held units, are indexed and appended to the corresponding fine record on the contravention system and that the images of all scanned documents can be accessed from the enquiry facility of the contravention system. Apart from the handwritten fine, the other documents may include representations received, change of offender received, returns of service, warrants of arrest and correspondence pertaining to the fine. A video clip of the offence must similarly be appended if the City in consultation with the contractor deems it feasible.
- 5.8.3.6 Capture the data related to the following within 5 working days of receipt at the Service Centre:
 - 5.8.3.6.1 Section 341 notices issued
 - 5.8.3.6.2 Section 56 notices issued
 - 5.8.3.6.3 Representations received from offenders
 - 5.8.3.6.4 Representation results
 - 5.8.3.6.5 Authorization of Warrant of Arrest
 - 5.8.3.6.6 Name and address changes
 - 5.8.3.6.7 Change of offender detail
 - 5.8.3.6.8 Return of Service of summonses
 - 5.8.3.6.9 Execution of Warrant of Arrest
 - 5.8.3.6.10 Court case results
- 5.8.3.7 establish a facility for the exchange of files between the contravention system and the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contravention system accordingly.
- 5.8.3.8 ensure that the contravention system is capable of processing a change of offender for a case for which a warrant of arrest has already been issued, by producing a summons for the new offender and allowing all subsequent steps following the production of a summons. The system should allow only one such change of offender even if this also results in a warrant of arrest.
- 5.8.3.9 ensure that the contravention system has a facility for automated change of offender for use by proxies of companies and other fleet owners. This facility should be designed to ease the process of changing the details of the offenders where fines are recorded against the proxy or fleet owner.
- 5.8.3.10 ensure that the contravention system allows only two change of offender per fine, unless the offender has appeared in court when a second change of offender may be allowed.
- 5.8.3.11 ensure that the contractor system allows court cases to be set down or remanded to court dates prior to and including the current day. This is to allow for a delay in the capturing of court results and to cater for arrested people to be added to the court roll on the same day as the arrest.
- 5.8.3.12 generate, print and process the following documents and, where applicable, provide postage and ensure the mailing or electronic sending (if allowed) thereof as necessary:
 - 5.8.3.12.1 Section 341 notices (camera mailers) within 30 days of offence date.
 - 5.8.3.12.2 Notification of No Admission of Guilt Offences within 30 days of offence date.
 - 5.8.3.12.3 Notification of Red-Light Violation offences within 30 days of offence date.
 - 5.8.3.12.4 Notice Before Summons (2nd notice)
 - 5.8.3.12.5 Warrant of Arrest notices

- 5.8.3.12.6 Representation acknowledgement letters
- 5.8.3.12.7 Representation reply letters including result of representation
- 5.8.3.12.8 Confirmation of Change of Offender letters
- 5.8.3.12.9 General letters as per templates specified by the City.
- 5.8.3.12.10 Any other documentation required for the successful operation of the Service Centre
- 5.8.3.13 ensure that the layout, design and content of any documentation produced by the contravention system and sent out to the general public or the Courts are approved in writing by the City before being printed.
- 5.8.3.14 include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.
- 5.8.3.15 generate, print and process the following Court related documentation per court:
 - 5.8.3.15.1 Section 54 Summonses with automated clerk of court watermark stamp
 - 5.8.3.15.2 Court Rolls with listed control documents and returns of service, as well as pre-prepared warrants of arrest forms
 - 5.8.3.15.3 Section 341 Control Register
 - 5.8.3.15.4 Section 56 Control Register plus control documents from fines recorded by hand held devices
 - 5.8.3.15.5 Section 54 Control Register
 - 5.8.3.15.6 Section 341 Spot Fine Register
 - 5.8.3.15.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register
 - 5.8.3.15.8 Admission of Guilt Register with listed control documents and Pro Formas
 - 5.8.3.15.9 Contempt of Court Payment Register (J114) and Pro Formas.
 - 5.8.3.15.10 Warrants of Arrest including "double contempt" warrants of arrest.
 - 5.8.3.15.11 Warrant of Arrest Register and stickers with warrant of arrest numbers, case numbers and notice numbers (to be attached to the warrant of arrest forms that were pre-authorised by the magistrate on the day of the court sitting)
 - 5.8.3.15.12 any other Court related documentation that may be required by the Courts or the City.
- 5.8.3.16 prepare daily 'mail bags' containing all documentation for dispatch to the City's various courts and offices managing the court administration of the respective courts.
- 5.8.3.17 provide a courier service that will ensure that mail bags, documents and packages are transported, on a fixed daily round, between the contractor's premises, the various courts and the various City offices that manage the administration of the respective courts.
- 5.8.3.18 provide the City with a facility to draw management information and statistics from the contravention system and/or provide the management information and statistics on request or periodically. The format and frequency of the statistics will be as specified by the City and may include the following:
 - 5.8.3.18.1 detailed analysis of offences per category (e.g. sections 56, 341, camera, bus lane, ASOD, etc.) showing the number of offences issued per month, values, actual payments, success rates, withdrawn and number of outstanding offences.
 - 5.8.3.18.2 Comparison of monthly offence volumes.

- 5.8.3.18.3 Numbers and value of payments received by the City and income generated.
- 5.8.3.18.4 The number and value of fines reduced versus the number and value of fines originally issued.
- 5.8.3.18.5 Status of all offences at the various processing stages.
- 5.8.3.18.6 Month by month statistical analysis of offences committed per suburb.
- 5.8.3.18.7 Representation results showing “proceed”, “withdrawn”, “reduced” separately per court.
- 5.8.3.18.8 The number and value of cases withdrawn or reduced per authorising official and/or system user in a specified period and giving a breakdown of the reasons for withdrawals.
- 5.8.3.18.9 Outstanding representation results.
- 5.8.3.18.10 Officer statistics and productivity.
- 5.8.3.18.11 Number of summonses served personally and non-personally and not served.
- 5.8.3.18.12 Detailed analysis and number of officer errors on handwritten notices and hand held device notices.
- 5.8.3.18.13 Offenders or vehicles with the most outstanding fines or warrants of arrest (“Top offender reports”).
- 5.8.3.18.14 Number of first appearances per court per month.
- 5.8.3.18.15 Number of cases struck off the roll per court per month and reasons if available.
- 5.8.3.18.16 Number and value of withdrawals/reductions per court/authorising official/user per month.
- 5.8.3.18.17 Number of warrants of arrest authorised, printed and delivered per court per month, as well as number of warrants on hand and pending.
- 5.8.3.18.18 Total revenue accrued per court per month.
- 5.8.3.18.19 Number of “double contempt” per court per month.
- 5.8.3.18.20 Number of remanded cases per court per month.
- 5.8.3.18.21 Daily and monthly reports on all fine payments on the system, detailing the origin of the payment; receipt number, amount, date and time of payment, notice number and other relevant details.
- 5.8.3.18.22 Monthly age analysis report indicating if notices were posted within 30 days or not as prescribed by the Director of Public Prosecutions (DPP)
- 5.8.3.18.23 Any other statistics or reporting that may be required by the City.
- 5.8.3.19 Ensure that general housekeeping procedures are established and performed in respect of the contravention system including, but not limited to the following:

- 5.8.3.19.1 Creating a daily backup of all data and images captured on the contravention system to be made available to the City on request.
- 5.8.3.19.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the City and to be made available to the City on request.
- 5.8.3.19.3 Ensure the compilation of a documented and approved backup and disaster recovery plan in line with city standards and prescripts which should also indicate how annual failover tests will be performed. The plan to be made available within one month after the commencement of the contract or within a timeframe as agreed to by the City and should be communicated with all relevant stakeholders.
- 5.8.3.19.4 Performing system administrator duties such as registering and terminating of users on the system (i.e. server/ web administrators etc.) and assigning user rights.
- 5.8.3.19.5 Ensure that where applicable, the default Database Administrator Account(s) (i.e. SQL, Oracle etc.) are disabled and unique identifiable users are created and that their activities are monitored and reviewed. Periodic review of access to the Database system administrator account(s) (i.e. SA Account) to be conducted and reported to the City on a monthly basis or at intervals as agreed by the city.
- 5.8.3.19.6 Ensure that local windows administrator accounts are disabled or renamed as per industry best practice and that unique user names are created for each system administrator that requires operating system access to the servers hosting the contravention system. Ensure the periodic review of privileged access to the contravention system is performed and reported to the City on a monthly basis or at intervals as agreed by the city.
- 5.8.3.19.7 Ensure that dormant user accounts are disabled or removed from the system.
- 5.8.3.19.8 Ensure that the contravention system password policy is in line with city's password management standards.
- 5.8.3.19.9 Ensure that a documented process for any changes to the system is implemented which should include approval by the City before any enhancements is developed and implemented. The contractor must ensure that release notes are maintained for every change to the system according to industry best practises.
- 5.8.3.19.10 Ensure that documented User Acceptance Testing is performed before the implementation of the production system and before any new approved changes is implemented.
- 5.8.3.19.11 Performing regular, scheduled history runs to finalise redundant cases on the system.
- 5.8.3.19.12 General housekeeping and maintenance of the system.
- 5.8.3.20 ensure that the contravention system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence. The activity logs should include the time and date of the event, the user who performed the activity, and the nature of the activity. Logged events should include enquiries performed on the system and changes, additions and deletions of any status or data element by any user, systems administrator, or system transaction. These activity logs should also be available per user.
- 5.8.3.21 ensure that the contravention system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.
- 5.8.3.22 supply all officer books (Section 341 and 56) for use by the officers of the City at the cost of the contractor.
- 5.8.3.23 ensure that the layout, design and content of the officer books are approved in writing by the City before any books are printed.

- 5.8.3.24 ensure that sufficient stocks of officer books are available at all times for distribution to the City's officers.
- 5.8.3.25 ensure that the contravention system provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups, monitoring of notices handed in by individual officers, monitoring the notices captured, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer, controlling the number of books in possession of an officer at any one time.
- 5.8.3.26 ensure that the contravention system caters for the allocation of number ranges to be used when fines are recorded electronically by way of hand held units or the like. Ensure that the number ranges comply with the prescripts of the City.

5.8.4 Summons serving:

The contractor shall:

- 5.8.4.1 ensure that the contractor system produces a Section 54 summons for every Section 341 notice that becomes eligible for summoning and that was not finalised beforehand by other means.
- 5.8.4.2 ensure that at least thirty percent of summonses produced by the contravention system are successfully served inside and outside the boundaries of the City in strict compliance with all applicable legislation, judicial guidelines, authorisations and directives from the City. The percentage specified in this clause may be reviewed as necessary and a different percentage may be agreed between the City and the contractor in writing.
- 5.8.4.3 ensure that summonses are served within 8 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the City.
- 5.8.4.4 appoint an adequate number of serving agents inside and outside the boundaries of the City to serve the summonses generated by the contravention system in compliance with clause 13.8.4.2. By prior arrangement with the City, these serving agents may also include officers and officials of the City.
- 5.8.4.5 ensure that serving agents appointed to serve summonses within the boundaries of the City are duly authorised and approved by the City to do so and that all pre-requisites for such appointments, as specified by the City, are met. These pre-requisites may include the provision of approved training, the possession of recognised certification of training, proof of a clean criminal record, submission of identification, qualifications, curriculum vitae and other documentation or requirements specified by legislation or the City.
- 5.8.4.6 ensure that serving agents appointed to serve summonses on behalf of the City in areas outside the boundaries of the City are duly authorised by the applicable local authorities to do so.
- 5.8.4.7 pay the fees of the serving agents for summonses served.
- 5.8.4.8 ensure that the contravention system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance.
- 5.8.4.9 take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorisations and the law.
- 5.8.4.10 investigate any allegation of fraudulent summons serving fully, provide the City with a comprehensive report on the findings of such an investigation and ensure that, where fraud is proven, the serving agent is dismissed and no longer used to serve summonses on behalf of the City, and that a charge is laid against the person at SAPS.
- 5.8.4.11 administer all summonses and the allocation thereof to serving agents, provided that the City's duly appointed Assistant Clerks Of The Court will be responsible for authorising all summonses produced by the contravention system.

- 5.8.4.12 ensure that the summonses produced by the contractor system include a watermark stamp with the name of the court and the date as well as a space where the Assistant Clerks Of The Court can sign. Electronic signing pads to be provided as per the need of the city at no cost to the city.
- 5.8.4.13 facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the City.
- 5.8.4.14 provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks.
- 5.8.4.15 allocate specific summonses to be served by officers of the City as and when requested to do so by the City.
- 5.8.4.16 make duly authorised staff and equipment available at specific point/buildings to serve summonses when enquiries are made on outstanding fines.

5.8.5 Offender tracing:

The contractor shall:

- 5.8.5.1 establish and operate a facility within the Service Centre which shall be utilised to perform all or some of the following functions as may be agreed with the City:
 - 5.8.5.1.1 Trace offenders with inaccurate address details.
 - 5.8.5.1.2 Update contravention system with change of offender details.
 - 5.8.5.1.3 Remind offenders of upcoming court dates.
 - 5.8.5.1.4 Notify offenders of warrants of arrest authorised.
 - 5.8.5.1.5 Any other activity that may be necessary to assist or trace offenders.
- 5.8.5.2 ensure that telephone calls to offenders are conducted in accordance with scripts approved by the City.
- 5.8.5.3 ensure that the City approves the content of any multimedia messaging services (MMS's), short messaging service (SMS's), letters, notices or other communication sent or delivered to offenders or the public.
- 5.8.5.4 trace offenders who cannot be reached by introducing and utilising innovative methods of tracing, including obtaining of up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.
- 5.8.5.5 send bulk SMS's and MMS's to offenders whose cell phone numbers are available to alert them that fines have been issued, court dates are imminent, warrants of arrest have been authorised, etc., as agreed to by the City.
- 5.8.5.6 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.
- 5.8.5.7 utilise the confirmed particulars in the offender database for the production of notices and summonses as agreed by the City.
- 5.8.5.8 make the offender database available to the City on request, periodically or through an interface.
- 5.8.5.9 ensure that the contravention system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.

- 5.8.5.10 ensure that the contravention system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.

5.9 PAYMENT FACILITIES

The contractor shall:

- 5.9.1** ensure that the contravention system is adapted to interface directly with the City's cash receipting system to allow payment of fines and contempt of court amounts related to warrants of arrest, online, real-time, after electronic validation of the fine amount and contempt of court amount on the contravention system and electronic updating of the contravention system with payments so taken.
- 5.9.2** as and when requested by the City, ensure that the contravention system is adapted to interface directly with the systems of any of the City's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines, online real-time, after validation of the fine payments on the contravention system, electronic updating of the contravention system with fine payments so taken.
- 5.9.3** work with the City to enable the introduction of new methods and innovations in the way that fines can be paid and ensure that the contravention system is adapted to allow fine payments via any new payment channel that the City wants to introduce such as Snapscan, credit/debit cards and the like. The tenderer to provide a development/QA IT environment to facilitate the above.
- 5.9.4** ensure that the contravention system allows the online real-time cancellation of fine payments taken via the City's cash receipting system or any of the City's third-party payment agents.
- 5.9.5** provide the City with a daily electronic report giving details of all payments updated in the contravention system. The report should separately list the payments received via each of the City's third-party payment agents as well as the City's cash receipting system.
- 5.9.6** if it is discovered that fine payments have been recorded on the contractor system in error (e.g. which occurred due to a technical problem or duplication) resulting in the contractor having received fees to which it is not entitled, the contractor shall immediately notify the City and undertake to forthwith investigate the erroneous payments concerned. If it is established that an error indeed occurred, the contractor shall refund the City with a credit note on the next monthly invoice for contractor fees.
- 5.9.7** ensure that the adaptation of the contravention system as envisaged in this tender is commenced immediately upon awarding of the contract and is carried out in close cooperation with the City and within the timeframes agreed to by the City for implementation upon commencement of the contract.
- 5.9.8** provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and images must be available on the website as soon as the first notification is sent to the offender.
- 5.9.9** ensures that the contravention system allows the payment of "fresh fines" i.e.: fines that has not yet been captured into the system. The latter functionality should include provision of allowing for reduced "fresh fines" as well.
- 5.9.10** under no circumstances accept money on behalf of the City except where the contractor is appointed as a payment agent for the City in terms of a separate agreement concluded with the City.
- 5.9.11** ensure that the necessary system driven checks and balances are in place to prevent incorrectly captured vehicle registration numbers.
- 5.9.12** The system needs to provide for notice numbers to be in line with the city's requirements for numeric and alpha numeric numbers as for notices and to the length of the notice number including separator characters like forward slash. The system should be developed for future numbers to be used as well.

5.10 WARRANT OF ARREST ADMINISTRATION AND ROADBLOCK SUPPORT

5.10.1 Central Warrant of Arrest Office

The contractor shall:

- 5.10.1.1 establish and maintain a Central Warrant of Arrest Office at premises agreed to by the City, where all warrants (not distributed for execution) are managed, administered and stored until finalised.
- 5.10.1.2 allocate warrants of arrest to officers of the City for execution.
- 5.10.1.3 ensure proper record keeping and control over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.
- 5.10.1.4 ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contravention system.
- 5.10.1.5 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the City's officers dealing with warrants of arrest.
- 5.10.1.6 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.
- 5.10.1.7 ensure that sufficient staff is provided for the work associated with the placing and removing of "administrative marks" on the NaTIS system which prevents individuals with warrants of arrest from transacting with that system.
- 5.10.1.8 ensure that all warrants of arrest and summons return of service (successfully served) are scanned within 5 working days of receipt from the court or the summons server respectively.
- 5.10.1.9 ensure that the database of scanned documents is indexed, always maintained and synchronised with the corresponding data on the contravention system and
- 5.10.1.10 explore and implement an integration platform for the automatic removal of a NaTIS block or administrative mark on NaTIS after fine and or contempt of court payments has been received.

5.10.2 Roadblock Support Vehicles:

- 5.10.2.1 The contractor shall make available up to 5 (five) roadblock support vehicles for use by the City as and when requested. The roadblock support vehicles shall:
 - 5.10.2.1.1 be equipped with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.
 - 5.10.2.1.2 be equipped with facilities for online enquiries on the contravention system and the viewing of camera images at the roadside.
 - 5.10.2.1.3 be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.
 - 5.10.2.1.4 be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons. The contractor shall provide summons servers and support staff as and when requested for serving of summonses at roadblocks.

- 5.10.2.1.5 be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- 5.10.2.1.6 be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, communication equipment and electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.
- 5.10.2.1.7 be driven to and from roadblock sites by contractor staff and be manned by sufficient contractor staff on site to operate the ANPR systems and other systems on board, alert officers to wanted vehicles, make enquiries on the contravention system printing of documents, and generally support the City's enforcement staff during the full duration of any roadblock.

5.10.3 ANPR vehicles:

- 5.10.3.1 The contractor shall provide, as and when required by the City, a minimum of 10 (ten) vehicles equipped with Automatic Number Plate Recognition systems (ANPR vehicles). The ANPR vehicles will be made available as and when required by the City at no additional cost (i.e fuel, insurance, repairs and maintenance) to the city. The ANPR vehicles and associated equipment shall:
 - 5.10.3.1.1 be of a suitable make and model and functionality as agreed to by the City.
 - 5.10.3.1.2 be branded by the contractor according to specifications supplied by the city at no cost to the city.
 - 5.10.3.1.3 be fitted with an in-car camera surveillance system capable of recording, for evidential purposes, clear video and audio footage of events taking place inside and in front of the vehicle when activated by an officer.
 - 5.10.3.1.4 be fitted with two on-board ANPR cameras and detection systems which must:
 - a) be capable of being operated whilst driving the patrol vehicle.
 - b) be capable of scanning passing, parked or approaching vehicles to the left and to the front of the patrol vehicle.
 - c) be capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time.
 - d) be capable of detecting vehicles marked on the NaTIS system as unlicensed or un-roadworthy by linking to the NaTIS system in real time.
 - e) be capable of detecting vehicles marked on SAPS database as stolen or sought/wanted for other reasons by linking to the SAPS database in real time.
 - f) be capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert.
 - g) be capable of recording a colour overview image of each vehicle read.
 - h) be capable of selecting or de-selecting one or more of the databases used for detecting vehicles, as well as the NaTIS system and/or SAPS system.
 - i)
 - j) be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences against a vehicle or person.

- 5.10.3.1.5 be equipped with a suitable printer and be capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.
- 5.10.3.1.6 be capable of automatic (via ANPR) as well as manual enquiries via a keyboard or touch screen for both registration number and ID number.
- 5.10.3.1.7 be capable of producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers.

5.10.4 Portable warrant query and printing units:

- 5.10.4.1 The contractor shall provide, as and when required by the City, portable units to be used in officers' patrol vehicles for enquiries on the contravention system and production of copies of warrants of arrest at the roadside. The portable systems shall:
 - 5.10.4.1.1 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences and warrants of arrest against a vehicle or person.
 - 5.10.4.1.2 be fitted with a suitable printer and be capable of immediate displaying and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.
 - 5.10.4.1.3 not be permanently fitted to officers' patrol vehicles but be capable of easy swapping between vehicles.

5.11 OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT

In the event that the AARTO Act is implemented in the City before, or during the term of this tender, the contractor shall also have the following obligations:

- 5.11.1 In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:
 - 5.11.1.1 cooperate with the City to implement AARTO and comply with any reasonable instruction received from officials of the City in this regard.
 - 5.11.1.2 establish with the assistance of the City a secure network connection and interfaces to the NaTIS that will allow the contractor to perform AARTO-related transactions on the National Road Traffic Offence Register (NRTOR).
 - 5.11.1.3 devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's NaTIS users, network connections to the NaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the City.
 - 5.11.1.4 ensure that all contractor staff who are utilised for AARTO are adequately trained to perform their functions and that those staff that are using the NaTIS system are, with the assistance of the City, duly registered as NaTIS users with the correct authorisations and system profiles.
 - 5.11.1.5 upload all camera infringements and offences from the contractor's Local Contravention Management System (LCMS) to the NRTOR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data, associated images and patch plates of the vehicle number plates will be uploaded to the NRTOR and the infringement numbers returned by the NRTOR will be recorded against the relevant violations on the LCMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

- 5.11.1.6 upload all infringements generated from hand held devices from the contractor's Local Contravention Management System (LCMS) to the NRTOR if the City explicitly require the contractor to do so. The City reserves the right to upload AARTO infringements generated on the hand held devices directly or NATIS should it be deemed more cost effective or feasible to do so.
- 5.11.1.7 provide the City with access to the data uploaded to the NRTOR on request or periodically.
- 5.11.1.8 upload all AARTO 02 and AARTO 32 notices that may be issued at weighbridges by the City and/or the Provincial Traffic Department onto the NRTOR in accordance with the relevant SOP's.
- 5.11.1.9 perform the following functions in accordance with the relevant SOP's and under the direction of the City:
 - 5.11.1.9.1 Managing NaTIS/NRTOR user administration of contractor users.
 - 5.11.1.9.2 Managing infringement notice books bulk orders on the NRTOR if possible.
 - 5.11.1.9.3 Capturing handwritten infringements (AARTO 01 and AARTO 32).
 - 5.11.1.9.4 Capturing notices of summons to be issued for offences (AARTO 33).
 - 5.11.1.9.5 Capturing unattended vehicle notices (AARTO 31).
 - 5.11.1.9.6 Updating infringements on the NRTOR.
 - 5.11.1.9.7 Uploading camera infringements on the NRTOR (AARTO 03).
 - 5.11.1.9.8 Uploading and scanning of all AARTO documents.
 - 5.11.1.9.9 Querying infringements.
 - 5.11.1.9.10 Reprinting infringement documents.
 - 5.11.1.9.11 Receiving, recording and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the City)
 - 5.11.1.9.12 Recording offences and their outcomes on the NRTOR.
 - 5.11.1.9.13 Any other function that can be performed by the contractor as directed by the City.
- 5.11.1.10 establish the interfaces necessary to allow AARTO payments to be taken via the City's cash receipting system and the City's third-party payment agents and for such payments to be validated and recorded on the NRTOR in real time, if required by the City.
- 5.11.1.11 if applicable, manage court processes in accordance with the AARTO SOP's and in consultation with the City:
 - 5.11.1.11.1 Where persons elect to be tried in court if applicable.
 - 5.11.1.11.2 Where cases originate from offences.
 - 5.11.1.11.3 Record offences on the NRTOR
 - 5.11.1.11.4 Allocate courts and court dates.
 - 5.11.1.11.5 Generate and prepare summonses.
 - 5.11.1.11.6 Serve summonses through summons servers authorised by the City.
 - 5.11.1.11.7 Generate and prepare court rolls.
 - 5.11.1.11.8 Update outcomes of court proceedings on NRTOR.
 - 5.11.1.11.9 Record arrests.

- 5.11.1.12 print AARTO reports, management information and statistics for the City.
- 5.11.1.13 record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.
- 5.11.1.14 facilitate the creation of the City's print files on the NRTOR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail or normal mail or electronic serving, or as prescribed by AARTO legislation and SOP's.
- 5.11.1.15 send infringement notices to infringers in the manner prescribed or permitted by AARTO legislation and SOP's, (including via electronic means if allowed).
- 5.11.1.16 not accept cash payments (unless the vendor is a payment provider on a separate contract), deal directly with the public or perform over-the-counter AARTO transactions.
- 5.11.1.17 in consultation with the City, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the City.
- 5.11.1.18 adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced, or to comply with any requests from the City in this regard.
- 5.11.1.19 make provision for proper book management of infringement books issued to officers on the NaTIS system.
- 5.11.1.20 Ensure that the local contravention, operating system/software is compatible with the NaTIS system as it relates to AARTO infringement processing.
- 5.11.1.21 Where AARTO is implemented during the tender period, the processing of AARTO infringement notices will not continue beyond the first 60 months of the contract period.

5.12 TRANSITIONAL ISSUES

The contractor shall:

- 5.12.1 take responsibility for all new fines issued from date of commencement of the contract. Legacy fines issued before the commencement date will remain the responsibility of the previous contractor until the end of the applicable contract.
- 5.12.2 continue to process all fines remaining in the contravention system at the end of the first part of the contract period (60 months), for a dry run period of 36 months when the contract will end. The City can decide on its sole discretion, to terminate the contract if it is no longer practical or feasible to pursue the fines remaining in the system, whereafter the contractor will have no further claim to fees from unfinalised fines remaining in the contravention system at that point in time. During this period only the basic fee as per clause 5.4.1.3 applicable immediately before the contract expired will be payable to the contractor. No leasing fees will be payable. Annual escalation will be applied to the fee as may be specified in the original contract before it expired.
- 5.12.3 take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the City.
- 5.12.4 commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.
- 5.12.5 submit, in this tender, a firm proposal and commitment to the City on transitional arrangements in the event that a new service provider is appointed at the end of the contract period. The proposal should cover in particular the following:

- 5.12.5.1 continued use of the contravention system by the new service provider.
- 5.12.5.2 costs involved for continued use of the contravention system.
- 5.12.5.3 training and on-going support for the new service provider in the use of the contravention system.
- 5.12.5.4 licensing of the contravention system software to the new service provider.
- 5.12.5.5 arrangements for the possible transfer or leasing of hardware associated with the contravention system to the new service provider.
- 5.12.5.6 arrangements for the possible transfer, selling or leasing of any other infrastructure, equipment, assets, stock, documentation and consumables to the new service provider, including camera systems, ASOD enforcement system, etc.
- 5.12.5.7 any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the City.

[5.13] TRADE NAMES OR PROPRIETARY PRODUCTS

Tenderers/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”.

[5.14] EMPLOYMENT OF SECURITY PERSONNEL

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

[5.15] FORMS FOR CONTRACT ADMINISTRATION

NOT APPLICABLE

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

- a) Monthly Project Labour Report (described below)

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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

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

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

Add the following after clause 5.4:

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

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

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

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

[11.2.4 In the case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **[R5 million]** in respect of each and every claim during the contract period.]

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

11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been 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 Pro forma Insurance Broker's Warranty or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department. Not applicable

17. Prices

Add the following after clause 17.1

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

- 17.3 If as a result of any extension of time granted, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.
- 17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:
- 17.4.1 The Contract Price Adjustment (CPA) mechanism(s) as contained in Schedule F.1 is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 17.4.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 17.4.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price schedule.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be: For every week of failure to deliver any obligation in terms of this contract the purchaser shall, in its sole discretion, reserve the right to deduct 5% from the invoice price of the next invoice received after the failure has been rectified.

Also, where non-performance by the service provider lead to revenue loss to the City, the purchaser shall in its sole discretion reserve the right to deduct 20% of the total fine revenue amount lost from the invoice following the incident.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

- 23.8.4 Reputational risk or harm to the Purchaser

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

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser

- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

a. **Definitions**

1. The following terms shall be interpreted as indicated:

- a.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- a.1 '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.
- a.1 '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.

a.1 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

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

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

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

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

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

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

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

a. Application

a.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.

a.1 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

a.1 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

a. 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.

a. Standards

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

a. Use of contract documents and information; inspection.

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

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

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.

a.1 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.

a. 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.

a. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
a Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 57S/2026/27

TENDER DESCRIPTION: PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")			
JAN	FEB	MAR	APR
MAY	JUN	JUL	AUG
SEP	OCT	NOV	DEC
YEAR			
ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)	
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)			
R			

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
--------------------------------------	--	--	--	---------------	--	------------------	--	--

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

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

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

Annexure C – Pro Forma Performance Security/ Guarantee

NOT APPLICABLE

Annexure D – Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Approved Financial Institution as at 13 August 2025:

a.1 National Banks

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

a.1 International Banks (with branches in South Africa)

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

a.1 Insurance Companies

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

F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

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

2. CPA PROVISIONS SELECTION

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

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

G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
OR				
H	N/A	seas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

a.1 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

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

- i. By letter to: Executive Director: Safety & Security, City of Cape Town,
P O Box 655, Cape Town, 8000 or
- ii. By email to: georges.felix@capetown.gov.za

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

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

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

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tender/current price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.
3. A total of 90% of the tender/current price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.
4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:
 - 5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
 - b) The end month shall be three (3) calendar months prior to the 12th month.
 - 5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
 - a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
 - b) The end month shall be three (3) calendar months prior to 24th month.
 - 5.3 CPA applicable from the start of the 37th month to the end of the 48th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 25th month; and
 - b) The end month shall be three (3) calendar months prior to the 36th month.
 - 5.4 CPA applicable from the start of the 49th month to the end of the 60th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 37th month; and
 - b) The end month shall be three (3) calendar months prior to the 48th month.
 - 5.5 CPA applicable from the start of the 61st month to the end of the 72nd month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 49th month; and
 - b) The end month shall be three (3) calendar months prior to the 60th month.
 - 5.6 CPA applicable from the start of the 73rd month to the end of the 84th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 61st month; and
 - b) The end month shall be three (3) calendar months prior to the 72nd month.
 - 5.7 CPA applicable from the start of the 85th month to the end of the 96th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 73rd month; and
 - b) The end month shall be three (3) calendar months prior to the 84th month.
 - 5.8 CPA applicable from the start of the 73rd month to the end of the 84th month calculated as follows:
 - a) The base month for the price adjustment being three (3) calendar months prior to 85th month; and
 - b) The end month shall be three (3) calendar months prior to the 96th month.
 - 5.9 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)
6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 96th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 85th month) and end date (3 calendar months prior to 96th month) as outlined above.

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	
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If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

- 2.2 If YES, provide particulars:

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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

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

If YES, furnish particulars below

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

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

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "The Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Table 1: Specific Goals (SG) – Points Allocated and Claimed

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	4	8		N/A
Enterprise Supplier Development and Socio-Economic Development	3	6		N/A
Skills Development <u>OR</u> Employee Share Scheme	3	6		N/A

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

For official use.

**SIGNATURE OF CCT OFFICIALS AT
TENDER OPENING**

1.	2.	3.
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Table 2: Specific Goals – Declaration by the Tenderer

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

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

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

Tenderer Confirmation:

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

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

Notes for Verification:

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

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

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

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

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

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

Table 3:

Signature and Stamp	Date	Name and Surname	Address

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

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

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

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

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

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

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

***Note 3**

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

I, the undersigned,

Full Name and Surname (Authorised to represent the tenderer)	
Identity Number	

Hereby declare under oath as follows

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

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

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

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

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

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

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

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

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

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

Commissioner of Oaths

Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity: (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable
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	option). (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted (No blank spaces to be left). (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts (mark the applicable option). (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.
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Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)
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1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty-six (36) months.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative: _____
 - 3.2 Identity Number: _____
 - 3.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars: _____

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

3.14.1 If yes, furnish particulars: _____

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

3.15.1 If yes, furnish particulars: _____

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

3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

'MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule F.6: Conflict of Interest Declaration

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

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

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

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

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

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

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **57S/2026/27** and tender description: **PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of tenderer) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature _____

Print name: _____

On behalf of the tenderer (duly authorised)

Date _____

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

 Date

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

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.13.1: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

1. Proof that the bidder has at least one Metropolitan Municipality or Provincial Administration as a current client with a similar contract, i.e. provision of enforcement equipment and back-office system and services.
2. Proof of ability to access NaTIS - on-line and in real time to immediately obtain the licensing status of vehicles whose number plates are read by the Automatic Number Plate Recognition (ANPR) technology.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Schedule F.13.2: Information to Be Provided With the Tender

First stage evaluation

		Bidder's response
1	Resources: Human Resources Staffing: Total number of permanent and temporary employees in company.	Names surnames Identity numbers and contact details of staff with their designations and brief description of role in the organisation as well as start date with company required Managerial/Supervisory: Technical: Administrative: Total of the above:
2	Type of largest current client with similar contract, i.e. provision of enforcement equipment and back-office system and services.	Letters from most recent clients (not older than 6 months before closing date of tender) with their contact details on their letterhead required for below confirmation. Name of client, type of local authority and services provided: Name of local authority: Type (Local, District, Metropolitan, Prov. Admin): Services provided:
3	Technology: Vehicles and related Equipment owned or leased: Number of ANPR Vehicles or Roadblock busses	Vehicle registration documents or rental agreements to be provided. Number of ANPR vehicles/Roadblock busses per client: Name of client 1: Number: Name of client 2: Number: Name of client 3: Number: Please add if more
4	Similar implementations in past 8 years	Letters from clients (not older than 6 months before closing date of tender) with their contact details and implementation dates on their letterhead required for below confirmation. Number of similar implementations: Name of client 1: Year: Name of client 2: Year: Name of client 3: Year: Please add if more
5	Back-office Experience: Provision of back-office contravention system and services	Letters from most recent clients (not older than 6 months before closing date of tender) with their contact details on their letterhead required for below confirmation.

		Name of first client who received a back-office contravention system and services from you: Year of implementation: Total years of experience:
6	Size of largest current contract: Volume of monthly offences issued (S341 and S56)	Letters from most recent clients (not older than 6 months before closing date of tender) with their contact details on their letterhead required for below confirmation. Name of client: Monthly volume of offences issued:
7	Number of fixed and mobile cameras supplied and currently utilized by clients	Letters from most recent clients with schedule of cameras utilized (not older than 6 months before closing date of tender) with their contact details on their letterhead required for below confirmation. Number of fixed and mobile cameras per client: Name of client 1: Number: Name of client 2: Number: Name of client 3: Number: Please add if more
8	Number of Average Speed Over Distance (ASOD) Systems installed and currently used by clients	Letters from most recent clients with schedule of cameras utilized (not older than 6 months before closing date of tender) with their contact details on their letterhead required for below confirmation. Number of ASOD systems per client: Name of client 1: Number: Name of client 2: Number: Name of client 3: Number: Please add if more

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

Schedule F.13.3: Information to Be Provided With the Tender
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References

Name of client organisation
Name of contact person
Contact details
Period of contract (Date from and Date to)
A short description of the scope of the contract, including equipment systems and services provided and quantities of each.
The average monthly quantities of offence types (e.g. S341 and S56) processed under the contract.

All references must not be older than six months on date of tender closing.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

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

 Date

Schedule F.14: Appeal Application

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM

12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za

Making progress possible. Together.