


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 66

<p align="center">TENDER NO: 336S/2022/23</p> <p align="center">TENDER DESCRIPTION: SUPPLY AND IMPLEMENTATION OF A COMMUNITY SAFETY AND SECURITY SOLUTION FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES, TRUSTED PARTNERS AND SIMILAR ORGANISATIONS</p> <p align="center">CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT</p>
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VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 17 MAY 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 156

TENDER FEE:

R200.00 - Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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 CITY OFFICIALS AT TENDER OPENING
1
2
3

TABLE OF CONTENTS

VOLUME 1: THE TENDER	3
(1) GENERAL TENDER INFORMATION	3
(2) CONDITIONS OF TENDER	4
VOLUME 2: RETURNABLE DOCUMENTS	24
(3) DETAILS OF TENDERER	24
(4) FORM OF OFFER AND ACCEPTANCE	26
(5) PRICE SCHEDULE	29
(6) SUPPORTING SCHEDULES	33
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	33
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	34
SCHEDULE 3: PREFERENCE SCHEDULE	ERROR! BOOKMARK NOT DEFINED.
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 AMENDED)	39
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	42
SCHEDULE 6: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	43
SCHEDULE 7: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	45
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	46
SCHEDULE 9: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	47
SCHEDULE 10: LOCAL CONTENT DECLARATION / ANNEXURE C.....	48
SCHEDULE 11: PRICE BASIS FOR IMPORTED RESOURCES.....	49
SCHEDULE 12: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS.....	50
SCHEDULE 13: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	51
SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	52
SCHEDULE 15: INFORMATION TO BE PROVIDED WITH THE TENDER.....	53
VOLUME 3: DRAFT CONTRACT	62
(7) SPECIAL CONDITIONS OF CONTRACT	62
(8) GENERAL CONDITIONS OF CONTRACT	74
(9) FORM OF GUARANTEE / PERFORMANCE SECURITY	84
(10) FORM OF ADVANCE PAYMENT GUARANTEE	85
(10.1) ADVANCE PAYMENT SCHEDULE	86
(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	87
(12) INSURANCE BROKER’S WARRANTY (PRO FORMA)	88
(13) SPECIFICATION(S)	89
(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	106
(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)	108
(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)	109

VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **14 APRIL 2023**
- SITE VISIT/CLARIFICATION MEETING** : **Monday 08 MAY 2023, from 10h00 - 11h30**
(Compulsory online briefing session)
- VENUE FOR SITE VISIT/CLARIFICATION MEETING** : A compulsory clarification meeting will be held via Skype for Business. Link <https://meet.capetown.gov.za/indiana.gqwede/1F3PBQGM> to connect into the meeting. You may contact Indiana Gqwede on the contact details below should you struggle to connect.
- 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 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. 336S/2022/23: SUPPLY AND IMPLEMENTATION OF A COMMUNITY SAFETY AND SECURITY SOLUTION FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES, TRUSTED PARTNERS AND SIMILAR ORGANISATIONS"**, the tender box no. **156** 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

[Name: Indiana Gqwede

Tel. No.: 021 400 3037

Email: Indiana.Gqwede@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'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the not to appoint a tenderer at all.

The contract period shall be for a period 36 months from date of commencement of Contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Standby

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

Via fax at: 021 400 5963 or 021 400 5830

Via email at: msa.appeals@capetown.gov.za

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

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

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

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

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at popia@capetown.gov.za.

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

- 1.1. 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;
- 1.2. 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;
- 1.3. 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;
- 1.4. 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-contractors' 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;
- 1.5. 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);
- 1.6. 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
- 1.7. 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.

2.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 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 City of Cape Town'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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

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.

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.

Item	Evaluation Criteria	Applicable values	Points	Weight
2.2.1.1.4.1	<p>Experience of the Company providing Safety/Community related solution (Public Safety Initiatives - technology based solutions / initiatives)</p> <p>Tenderer to demonstrate knowledge and experience in supply, implementation, transitioning, maintaining and supporting Safety/Community related Solutions.</p> <p>Please provide evidence of the number of continuous years the tenderer has been actively providing Safety/Community related Solutions to their client base. This evidence must be in the form of reference letters, on the referee's letterhead, specifying the details and scope of the Safety/Community related Solution, the number of continuous years they have been actively receiving the Safety/Community related Solution from the tenderer, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the total number of years providing Safety/Community related Solution, as confirmed in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15B: Information to Be Provided with The Tender.</p>	<ul style="list-style-type: none"> • 0 years • > 0 and < 2 years • ≥ 2 and < 3 years • ≥ 3 and < 4 years • ≥ 4 years 	0 points 5 points 10 points 15 points 20 points	20 Points
2.2.1.1.4.2	<p>Project Scope and Costs providing Safety/Community related Solutions (Public Safety Initiatives - technology based solutions / initiatives)</p> <p>Tenderer to demonstrate the scope and cost of completed Safety/Community related Solution' projects in the last 5 years, per Client.</p> <p>Please provide evidence in the form of verifiable references, specifying the completion date, scope and costs of a Safety/Community related Solution, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the total value of the Safety/Community related Solution projects costs, as confirmed in the evidence.</p>	<ul style="list-style-type: none"> • R0M • > R0M and < R2M • ≥ R2M and < R4M • ≥ R4M and < R6M • ≥ R6M and < R8M • ≥ R8M 	0 points 3 points 6 points 8 points 12 points 15 points	15 Points

	<p>Please respond to this functional requirement and provide evidence to your response in Schedule 15C: Information To Be Provided With The Tender.</p>			
2.2.1.1.4.3	<p>Number of Users who have been active on the proposed Safety/ Community related solution within the last 5 years (Public Safety Initiatives - technology based solutions / initiatives)</p> <p>Tenderer to demonstrate the size of the organisation where Safety/Community related Solution has been implemented at their clients indicating the number of users.</p> <p>Please provide evidence in the form of verifiable references, specifying the number of users, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the total number of users, as provided in the evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15D: Information To Be Provided With The Tender.</p>	<ul style="list-style-type: none"> • < 100 Users • ≥ 100 but < 1 000 Users • ≥ 1 000 but < 2 000 Users • ≥ 2 000 and < 3 000 Users • > 3 000 Users 	<p>0 points 4 points 8 points 12 points 15 points</p>	15 Points
2.2.1.1.4.4	<p>Operational Experience Requirement</p> <p>Tenderer to demonstrate experience in operational maintenance and support of a Safety/Community related Solution (Public Safety Initiatives - technology based solutions / initiatives) for their clients.</p> <p>Please provide evidence in the form of verifiable references, specifying the number of years providing operational maintenance and support, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the longest operational experience period (years) as confirmed in the provided evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15E: Information To Be Provided With The Tender.</p>	<ul style="list-style-type: none"> • 0 years • > 0 and < 2 years • ≥ 2 and < 3 years • ≥ 3 and < 4 years • ≥ 4 years 	<p>0 points 4 points 8 points 12 points 15 points</p>	15 Points

2.2.1.1.4.5	<p>Number of clients that the proposed Safety/Community related Solution has been implemented for within the last 5 years(Public Safety Initiatives - technology based solutions / initiatives)</p> <p>Tenderer to demonstrate experience in projects of a Safety/Community related Solution for their clients.</p> <p>Please provide evidence in the form of verifiable references, specifying the implementation of the projects, as well as all the referee's verifiable contact details.</p> <p>Scoring will be based on the total number of projects listed as confirmed in the provided evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15F: Information To Be Provided With The Tender.</p>	<ul style="list-style-type: none"> • 0 projects • > 0 and < 2 • ≥ 2 and < 4 • ≥ 4 and < 6 • ≥ 6 	<p>0 points 4 points 8 points 12 points 15 points</p>	15 points
2.2.1.1.4.6	<p>Solution and Scope of Work Response Scoring</p> <p>Tenderer to demonstrate functionality of the Safety/Community related Solution (Public Safety Initiatives - technology based solutions / initiatives).</p> <p>Please provide verifiable evidence detailing the functionality for each item.</p> <p>Scoring will be based on the sum of the scoring of the non-mandatory functionality, as confirmed in the provided evidence.</p> <p>Please respond to this functional requirement and provide evidence to your response in Schedule 15G: Information To Be Provided With The Tender.</p>	<ul style="list-style-type: none"> • < 20% • > 20% and < 40% • ≥ 40% and < 60% • ≥ 60% and < 80% • > 80% 	<p>0 points 5 points 10 points 15 points 20 points</p>	20 points
	Total			100 Points

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

The CCT reserves the right to request a demonstration to be arranged, either on site or virtually online, of the proposed solution in order for the CCT to witness the functionality as outlined in the bidders response to the Scope of Work section, 15G. This demonstration, once requested, to be arranged within 14 working days of the request of the CCT, at a mutually convenient time for both parties

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

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

2.2.1.1.5 Local production and content

Not Applicable

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

shall initial all such alterations.

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

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

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the

due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

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

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 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 also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to 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 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and

including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

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 B1: Awards UP TO R100 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
1	Gender are women (ownership)* <i>More than 50% women ownership = 5/ 2.5 points</i> <i>Less than 50% women ownership = 2.5/ 1.25 points</i> <i>0% women ownership = 0 points</i>	5	<ul style="list-style-type: none"> Company Registration Certification Identification Documentation CSD report
2	Race are black persons (ownership)* <i>More than 50% black ownership = 5/ 2.5 points</i> <i>Less than 50% black ownership = 2.5/ 1.25 points</i> <i>0% black ownership = 0 points</i>	5	<ul style="list-style-type: none"> Proof of B-BBEE certificate; Company Registration Certification Identification Documentation. CSD report
3	Disability are disabled persons (ownership)* <i>WHO disability guideline</i> <i>1-100% ownership = 5/ 2.5 points</i> <i>0% ownership = 0 points</i>	5	<ul style="list-style-type: none"> Proof of disability Company Registration Certification Identification Documentation
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and</i> <i>Small with a turnover up to R80 million as per</i>	5	<ul style="list-style-type: none"> Proof of B-BBEE status level of contributor;

	<i>National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>		<ul style="list-style-type: none"> • South African owned enterprises; • Financial Statement to determine annual turnover
	Total points	20	

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

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

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

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

2.3.12.5 The CCT reserves the right to nominate an standby 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: 03/04/2020	Version: 8	Page 23 of 66

<p align="center">TENDER NO: 336S/2022/23</p> <p>TENDER DESCRIPTION SUPPLY AND IMPLEMENTATION OF NEIGHBOURHOOD WATCH (NW) SOLUTION FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES, TRUSTED PARTNERS AND SIMILAR ORGANISATIONS</p> <p align="center">CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT</p>

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 336S/2022/23 - IMPLEMENTATION OF NEIGHBOURHOOD WATCH APPLICATION SOLUTION BETWEEN THE NEIGHBOURHOOD WATCHES (NW) AND THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 336S/2022/23 - IMPLEMENTATION OF NEIGHBOURHOOD WATCH APPLICATION SOLUTION BETWEEN THE NEIGHBOURHOOD WATCHES (NW) AND THE CITY OF CAPE TOWN

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

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

The terms of the contract are contained in:

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

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

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

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

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

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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

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

(5) PRICE SCHEDULE

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

NOTE: Tenderer to ensure that they complete each and every line item (1 – 4). 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.

Item No	Description	Unit of measure	Quantity	Price per unit Year 1 (month 1 to 12) (excl VAT)	Price per unit Year 2 (month 13 to 24) (excl VAT)	Price per unit Year 3 (month 25 to 36) (excl VAT)
1	Supply, Configure, Implement, Host and Support one comprehensive CCT Community Safety and Security Management Solution on a ‘Subscription as a Service (SaaS)’ delivery model, that will be managed by the City of Cape Town S&S Directorate	Fixed all-inclusive Monthly Price	1 Instance.			
2a	Supply, Configure, Implement, Host and Support each individual Community Safety and Security Solution Instance on a ‘Subscription as a Service (SaaS)’ delivery model, that will be overseen by the City of Cape Town S&S Directorate inclusive of 50 mobile user licences	Fixed all-inclusive Monthly Price – per instance	i) 1-20 Instances			
			ii) 21-50 Instances			
			iii) 51-100 Instances			
			iv) >100 Instances			
2b	Additional mobile user licences as required for the entire system, over and above those included per each NW Instance.	Per mobile user, monthly cost	i) 1-20 Mobile Users			
			ii) 21-50 Mobile Users			
			iii) 51-100 Mobile Users			
			iv) >100 Mobile Users			
3	Additional Hosting and Storage Capacity	Variable Monthly (based on reports)	1			
4	Analyse, Configure and Integrate with existing external Community Safety and Security Management Solutions with the CCT Central Solution (#1) (that would constitute additional instances)	Each (Once off)	1 Instance			
	OPTIONAL					
5	Provide Zero-rated or Reverse-billed Connectivity for an instance of the solution [optional / value-add not for evaluation purposes]	Monthly	1			
6	Provide Zero-rated or Reverse-billed Connectivity for an instance of the mobile application [optional / value-add not for evaluation purposes]	Monthly	1			
7	Provide any innovative solutions that are not described in the original specifications, but could add value to the City provision of a Management Solution and Mobile Application to partners. [optional / value-add not for evaluation purposes]	Monthly	1			

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'

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment.
- 5.8 The following specific Pricing Notes are included for the Service Providers' clarity:
 1. The CCT requires the Service Provider to provide the pricing to supply, configure, implement, host and support a comprehensive management solution with the following deliverables included in the pricing structure:
 - a. **Supply** the CCT Community Safety and Security Management Solution:
 - i. with no limit on the number of licenses allocated to CCT Management Operators;
 - ii. with ability for CCT Operators to interact with all instances on the system;
 - b. **Configure** the CCT Community Safety and Security Management Solution:
 - i. with all settings and roles and authorisations that need to be configured in order to operationalise the solution for both management solution and associated instances;
 - ii. include the integration into the City's EPIC Computer Aided and Incident Lifecycle Management Solution as well as the City's C3 – Service Delivery Notification process – See Annexure A for information about the City's C3 API.
 - c. **Implement** the CCT Community Safety and Security Management Solution:
 - i. with training for CCT Managers and Operators to manage the entire solution;
 - d. **Host** the CCT Community Safety and Security Management Solution:
 - i. Provide the **hosting and data storage** required to operationalise the CCT Management Solution
 - ii. In an externally hosted environment that meets the specifications as detailed in the scope of works;
 - iii. The SP must explain any limitations in terms of data quantity hosting and must provide a pricing proposal with hosting and data costs for amounts above those limits. The SP must bill the City on actual monthly costs over and above the inclusive data quantities and provide supporting documents.
 - iv. **[NOTE: Internet Connectivity for the Management Solution is not expected to be priced in this section. If there are options for Reverse Billing or Zero-rating, these should be included in the optional section]**
 - e. **Support** The CCT Community Safety and Security Management Solution
 - i. For the entire period of the contract in order to ensure the SLAs are met as per the

specifications in the Scope of Works

- ii. Both technical and business support to maximise the value of the procured solutions
- f. Provide the abovementioned services on a '**Subscription as a Service (SaaS)**' delivery model with a monthly inclusive price for the duration of the contract.

2. The CCT requires the Service Provider to provide the pricing to supply, configure, implement, host and support each **individual NW Instance** of the Solution with the following deliverables included in the pricing structure. The Service Provider is able to offer a discounted monthly cost based on an increasing number of individual instances of the solution as per the quantity bands indicated:

- a. **Supply** the Community Safety and Security Solution Instance:
 - i. with no limit on the number of licenses allocated to the NW management users;
 - ii. with 50 mobile users per instance included in the monthly price;
 - iii. with ability for NW managers to interact with their own instances;
 - iv. with ability for included NW members to download and utilise the associated mobile application.
- b. **Configure** the Community Safety and Security Solution Instance:
 - i. with all settings and roles and authorisations that need to be configured in order to operationalise the solution for both management solution and the specific instances;
 - ii. include the integration into the City's EPIC Computer Aided and Incident Lifecycle Management Solution as well as the City's C3 – Service Delivery Notification process – See Annexure A for information about the City's C3 API.
- c. **Implement** the Community Safety and Security Solution Instance(s):
 - i. with training for NW Managers and members to manage and operate their instance and their mobile applications;
- d. **Host** the CCT Community Safety and Security Management Solution:
 - i. Provide the **hosting and data storage** required to operationalise the Community Safety and Security Solution Instance
 - ii. In an externally hosted environment that meets the specifications as detailed in the scope of works;
 - iii. The SP must explain any limitations in terms of data quantity hosting and must provide a pricing proposal with hosting and data costs for amounts above those limits – utilise pricing line item 3. The SP must bill the City on actual monthly costs over and above the inclusive data quantities and provide supporting documents.
 - iv. **[NOTE: Internet Connectivity for the Management Solution is not expected to be priced in this section. If there are options for Reverse Billing or Zero-rating, these should be included in the optional section]**

2b: Should the Community Safety and Security Solution require additional mobile user licences, then pricing per additional mobile user must be provided per the bands provided. This must be inclusive of the full use of the Community Safety and Security Mobile Application. In order to calculate whether additional mobile user licences are required, the following must be taken into account.

- Each individual instance of the Community Safety and Security Solution will include 50 mobile user licences as per the above
- Therefore the total available mobile user licences for the entire enterprise system will be calculated as 50 multiplied by the number of instances.
- The CCT will pay for any additional mobile user licences required on a monthly basis as calculated at the end of the month.
- The total will be calculated based on a report (to be provided by the service provider) listing the number of **active** users on the system for the month and comparing this to the available licences in the system.
- **Example:**
 - In month 2 of the contract the City has procured 5 individual NW instances.
 - The City therefore has 250 mobile user licences available.
 - At the end of month 2 there are only 200 **active** mobile users on the system across the 5 instances.
 - Therefore the City pays for no additional mobile user licences (line item 3)
 - At the end of month 4, the City still has 5 instances and 250 mobile user licences.
 - At the end of month 4 there are now 300 **active** mobile users on the system across the 5 instances.
 - Therefore the CCT will pay for the additional 50 **active** mobile users at the end of month 4.

3. The costs associated with additional Hosting and Storage capacity will need to be billed separately from #1

and #2 above and will need to be supported by documentation and will only be considered under unusual circumstances, such as growth of NW members within the NW's during the 36 month period. The City reserves the right to change the data retention policies based on this occurrence. The City will assemble a team of experts to assess the request from the SP.

4. The CCT requires the Service Provider to provide a pricing structure to **analyse, configure and integrate** with any organisations that have their own versions of a management solution and who wish to integrate. This should take the form of a basic API integration that will allow the two systems to share alerts and other bi-lateral communications.

Optional

5. The CCT is open to explore opportunities to zero-rate or reverse-bill the hosting of the management instance for the NW's. [This will not be taken into consideration when adjudicating pricing]
6. The CCT is open to explore opportunities to zero-rate or reverse-bill the hosting of the mobile applications for the NW members. [This will not be taken into consideration when adjudicating pricing]
7. The CCT is open to exploring enhancements to any of the specifications not provided for in the specifications that do however fall within the scope of the project. [This will not be taken into consideration when adjudicating pricing] If there is a cost to any of these it must be included in the returnables Section below. These may be referred to added value services.

INITIALS OF CITY OFFICIALS		
1	2	3

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

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

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

YES		NO	
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1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

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

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

YES		NO	
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4.1 If YES, furnish particulars below

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

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

 Date

Schedule 3: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Definitions

The following definitions shall apply to this schedule:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender are women (ownership)*		5		
Race are black persons (ownership)*		5		
Disability are disabled persons (ownership)*		5		
Promotion of Micro and Small Enterprises		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the 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 during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, 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 City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

¹MSCM Regulations: "in the service of the state" means to be –

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

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

Schedule 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

Item	Question	Yes	No
2.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.1.1	If so, furnish particulars:		
2.2	<p>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?</p> <p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
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 <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

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

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

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

Date

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

Not Applicable

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **336S/2022/23 - SUPPLY AND IMPLEMENTATION OF A COMMUNITY SAFETY AND SECURITY SOLUTION FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES, TRUSTED PARTNERS AND SIMILAR ORGANISATIONS** in response to the tender invitation made by **THE CITY OF CAPE TOWN**, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

⁽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 10: Local Content Declaration / Annexure C

Not Applicable

Schedule 11: Price Basis for Imported Resources
--

Not Applicable

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

Not Applicable

Schedule 13: 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 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender:

- a. OSM Accreditation/ Authorisation & Recommended Retail Price List
Tenderers are to attach proof of OSM Accreditation/ Authorisation to Schedule 15A, as well as the OSM Recommended Retail Price List as per clause 2.2.1.1.4
- b. Functionality:
Tenderers are to complete the Evidence to Functionality Schedules i.e. Schedules 15B, 15C, 15D, as per clause 2.2.1.1. 4
- c. Technical Schedule:
Tenderers are to complete Schedule 15G as per clause 2.2.1.1.4

Schedule 15A – Mandatory Requirement (Refer to paragraph 2.2.1.1.4.1 of the Eligibility Criteria)

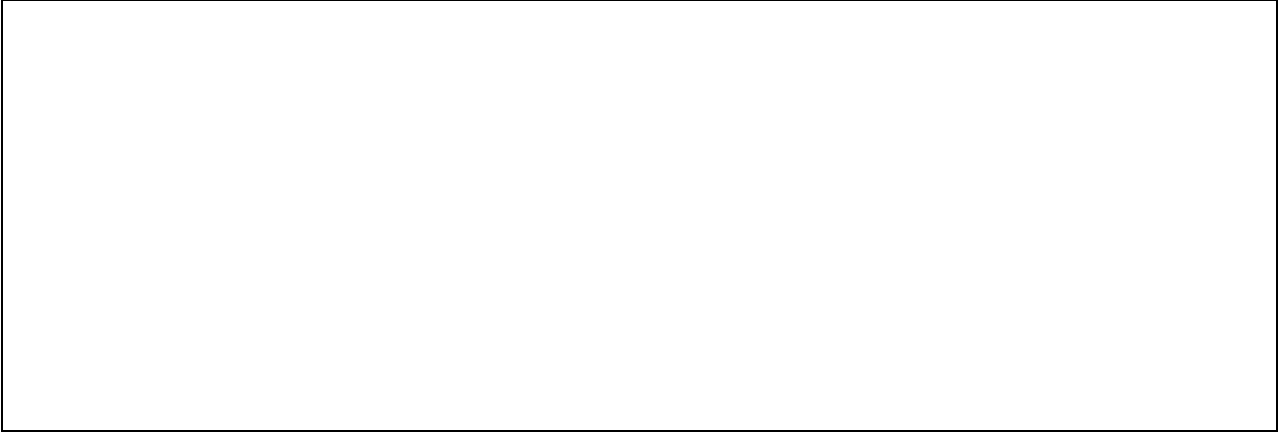
The tenderer must have a valid Original Software Manufacturer (OSM) certification for the Safety/Community related Solution offered, or evidence that the licensing of the product permits for its use as specified by this tender at the City of Cape Town.

Proof of OSM certification (Certified Copy) must be attached. Failure to submit proof of OSM certification, with the tender response or within the specified time frame will result in the tenderer being non-responsive. In addition, the tenderer shall provide detailed and comprehensive OSM Recommended Retail Price Lists, for each OSM listed in the Price Schedule(s)

The OSM price is the Original Software Manufacturer's Recommended Retail Price at the closing date of the tender.

CCT reserves the right to approach the Original Software Manufacturers directly for OSM Recommended Retail Price Lists, if required to ensure fair, equitable, transparent, competitive and cost-effective evaluation of the Bid

For goods the award of the tender will be based on the OSM(s) indicated by the tenderer, discount offered and mark-up percentages (%) the tenderer applies to a specific OSM's Recommended Retail Price List.



SIGNED ON BEHALF OF TENDERER:

**Schedule 15B – Evidence to Functionality Schedule: Experience of the Company providing Safety/Community related solution
(Refer to paragraph 2.2.1.1.4.1)**

Tenderer to demonstrate knowledge and experience in the Supply, Implementation, Transitioning, hosting, maintaining and supporting of Safety/Community related Solutions.

Please provide evidence of the number of continuous years the tenderer has been actively providing Neighbourhood Watch or similar Solutions to their client base. This evidence must be in the form of reference letters, on the referee's letterhead, specifying the details and scope of the Neighbourhood Watch solution, the number of continuous years they have been actively receiving the Neighbourhood Watch solution from the tenderer, as well as all the referee's verifiable contact details.

SIGNED ON BEHALF OF TENDERER:

**Schedule 15C – Evidence to Functionality Schedule: Project Scope and Costs providing Safety/Community related solutions
(Refer to paragraph 2.2.1.1.4.2 of the Eligibility Criteria)**

Tenderer to demonstrate the scope and cost of completed Safety/Community related Solution projects in the last 3 years, per Client.

Please provide evidence in the form of verifiable references, specifying the completion date, scope and costs of a Neighbourhood Watch solution, as well as all the referee's verifiable contact details.

**Schedule 15D – Evidence to Functionality Schedule: Number of Users who have been active on the proposed Safety/ Community related solution within the last 5 years
(Refer to paragraph 2.2.1.1.4.3 of the Eligibility Criteria)**

Tenderer to demonstrate the size of the client organisation (internal and external users) where Neighbourhood Watch solution or Similar has been implemented at their clients indicating the number of active users.

Please provide evidence in the form of verifiable references, specifying the number of active users, as well as all the referee's verifiable contact details.

**Schedule 15E – Evidence to Functionality Schedule: Operational Experience Requirement
(Refer to paragraph 2.2.1.1.4.4 of the Eligibility Criteria)**

Tenderer to demonstrate experience in operational maintenance and support of a Community Safety and Security solution or similar for their clients.

Please provide evidence in the form of verifiable references, specifying the number of years providing operational maintenance and support, as well as all the referee's verifiable contact details.

SIGNED ON BEHALF OF TENDERER:

**Schedule 15F – Evidence to Project Experience:
(Refer to paragraph 2.2.1.1.4.5 of the Eligibility Criteria)**

Tenderer to demonstrate experience in projects of a Community Safety and Security solution or similar for their clients.

Please provide evidence in the form of verifiable references, specifying the implementation of the projects, as well as all the referee's verifiable contact details.

SIGNED ON BEHALF OF TENDERER:

**Schedule 15G – Technical Schedule: Functional Requirements
(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria)**

Bidder to provide evidence of meeting functional requirements as stipulated in Section 13 Specifications Item 3 Scope of Work.

There are sections to the functional requirements:

- A. CCT Neighbourhood watch Management Application**
- B. Individual Neighbourhood Watch Management Application**
- C. Neighbourhood Watch Member Mobile Application**
- D. API**
- E. Technical Specifications**
- F. Implementation**
- G. Data**
- H. Reporting and Management**
- I. Data Ownership**
- J. Service Level Agreement**
- K. Support and Maintenance**
- L. Training, Change and Skills Development**
- M. Guide On Legal Or Regulatory Requirements Governing This Contract**

INSTRUCTIONS

As part of the returnable documents the Tenderer must submit proof of compliance with the following Scope of Work. The Tenderer must respond with a document supporting compliance. The document must be structured utilising provided reference numbers. Please see the below examples of the tables

A - CCT Management Application	Proof of Compliance
15G.A.1	e.g. screen shots, descriptions, tables etc.
15G.A.2	
Etc.	
B - Individual Neighbourhood Watch Management Application instance	Proof of Compliance
15G.B.1	e.g. screen shots, descriptions, tables etc.
15G.B.2	
Etc.	

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
		SUPPLY CHAIN MANAGEMENT	
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 61 of 66

TENDER NO: 336S/2022/23

TENDER DESCRIPTION: SUPPLY AND IMPLEMENTATION OF A COMMUNITY SAFETY AND SECURITY SOLUTION FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES, TRUSTED PARTNERS AND SIMILAR ORGANISATIONS

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

3.5 The **supplier** shall:

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

3.6 The **purchaser** shall:

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

intended.

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

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
 - d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period. **(Not Applicable)**

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

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

15. Warranty – Not Applicable

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for the 24 month contract period.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

Not Applicable, fixed prices requested in the Pricing Schedule

- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule

titled “**Price Basis for Imported Resources**” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled “**Price Basis for Imported Resources**” (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT’s** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be

Table 36.1: Maintenance

Key performance	Response	Target Announcements time	Target Resolution Time	Service Target	Reporting	Penalty (%) of Monthly Subscription
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indicator (KPI)						
Security patches that form part of entire solution (Including 3rd party components, libraries or services installed as part of the software)	Announcement of security threat and plan to resolve.	1 Week	Monthly cycle	90%	Monthly report on response times	20%
Software faults	Announcement of software faults and plan to resolve.	1 Week	Monthly cycle	90%	Monthly report on planning	15%
New features	Announcement of new features with impact plan.	2 weeks	3 months	90%	Monthly report with New Features to be agreed upon with the City of Cape Town	5%
Upgrades	Announcement of new features with impact plan.	1 month	6 months	90%	Monthly report on response times with Upgrades to be agreed upon with the City of Cape Town	5%

Table 37.2: Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time	Service Target	Reporting	Route Cause Analysis Report	Penalty (%) per month
Service Repair Support	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor support invoked	Priority 1	15 minutes	4 Hours	90%	Monthly report on response times	2 Weeks after resolution	20%

Service Repair Support	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Priority 2	60 minutes	8 Hours	90%	Monthly report on response times	4 Weeks after resolution	15%
Service Repair Support	Respond using standard procedures and operating within normal supervisory management structures	Priority 3	2 business hours	12 Hours	90%	Monthly report on response times	4 Weeks after resolution	10%
Service Repair Support	Respond using standard operating procedures as time allows	Priority 4	4 business hours	2 Business Days	90%	Monthly report on response times	4 Weeks after resolution	5%

Table 37.3: Severity Classification

Priority Level	Description	Classification
Priority 1	The Neighbourhood Watch Solution is down for all users – more than 50% requests failing, due to failures within the software. If any zero-day attack, threat or exploit on the system is noticed	Critical
Priority 2	The Neighbourhood Watch Solution performance degraded. More than 20% but less than 50% of requests to gateway failing.	High
Priority 3	The Neighbourhood Watch Solution performance degraded. Less than 20% of requests to gateway failing	Moderate
Priority 4	Experiencing slow response from single application with no work degradation	Low

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of

2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of personal information

- a) The Contractor acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- b) The Contractor agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- c) The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- d) The Contractor agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- e) Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.
- f) The Contractor hereby indemnifies and holds the CCT harmless against all claims, losses, damages and costs of whatsoever nature suffered by CCT arising from or in relation to the Contractor's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

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

(8) 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

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY – NOT USED

Not Applicable

(10) FORM OF ADVANCE PAYMENT GUARANTEE – NOT USED

Not Applicable

(10.1) ADVANCE PAYMENT SCHEDULE – NOT USED

Not Applicable

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (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, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 336S/2022/23

**TENDER DESCRIPTION: SUPPLY AND IMPLEMENTATION OF A COMMUNITY SAFETY AND SECURITY SOLUTION
FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES,
TRUSTED PARTNERS AND SIMILAR ORGANISATIONS**

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

336S/2022/23 - SUPPLY AND IMPLEMENTATION OF A COMMUNITY SAFETY AND SECURITY SOLUTION FOR THE CITY OF CAPE TOWN TO ENGAGE WITH NEIGHBOURHOOD WATCHES, TRUSTED PARTNERS AND SIMILAR ORGANISATIONS.

INTRODUCTION:

Technology is transformative and powerful. It is changing the way in which people work, play and live. It can help the City of Cape Town do things better and differently as indicated in the (CCT IDP 2022-2027) by various technology initiatives.

The City has identified that technology applications and solutions can be utilised by Neighbourhood Watches (NW) and trusted partners to not only improve their own effectiveness and communication, but also to enhance the ability for the City to:

- (a) Interact with the NWs and trusted partners to improve community safety and to
- (b) Gather crime and Public Safety related data for purposes of informing policing operations.

The Safety and Security Directorate provides a wide range of services that aims to improve the general safety of the public and therefore the quality of life of all residents and visitors to Cape Town. The Directorate's areas of responsibility include the functions of crime prevention, traffic enforcement, by-law enforcement, disaster risk management, fire-fighting, emergency rescue as well as an emergency call centre functions. It is also responsible for the effective management of major events. In keeping with improving safety and having meaningful collaboration with communities, the City aims to strengthen cooperation with community NWs and trusted partners, to increase their capacity for crime detection & prevention and creating safer communities. This will be done through information sharing and technology-driven applied processes to better prepare for and manage crime, emergencies and disaster situations.

The current situation is that NWs and others are operating on various platforms that do not necessarily integrate with each other nor with the City of Cape Town's EPIC (Emergency Policing and Incident Command) System. EPIC is the CCT's transactional system and manages the entire lifecycle of all incidents. All emergency and non-life threatening incidents are managed and responded through various departments, with the Safety and Security Directorate ensuring effective response to each captured incident and registered request.

The implementation of the Community Safety and Security Solution should achieve greater trust and safety between communities and the CCT. The goal of this implement will allow improved communication flow between the NWs, trusted partners and the City of Cape Town in order to improve information gathering, strengthen cooperation and increase the NWs, trusted partners and the City's capacity for crime detection and prevention.

The City of Cape Town anticipates acquiring this Community Safety and Security Solution utilising the Software as a Service delivery model.

High-Level Vision of the Solution Functionality:

Whilst the CCT is open to learning from experts in the field of Community Engagement and other similar applications and will partner with the successful vendor to maximise the solution value, the following are some key high-level requirements and the CCT's vision of how this solution will operate.

Where the tender refers to Neighbourhood Watches (NW) it is the CCT's vision to also extend this solution to other trusted partners such as Private Security Companies and CIDs.

To start, the CCT envisages the implementation a single central Community Safety and Security Management Solution and up to 100 individual NW instances. In order to simplify the engagement and communication between the CCT and the multiple NWs that exist, the Central Community Safety and Security Management Solution must act as the consolidated view of the CCT's NW landscape and allow easy and efficient interaction with one or more NWs. Information must be able to flow between the CCT and 1 or more NW based on the location of the NW, the type of information being shared and the status of the NWs.

Similarly the individual NWs must be able to, via the specific instance of the solution, share information and requests for service with the CCT via the Central Community Safety and Security Management Solution.

As the single point of truth and the transactional system of record for the Safety & Security Directorate, the EPIC solution is an integral part of the Departments' work. To centralise information, consolidate the workload, minimise duplication of responses and maximise the CCT's public safety response, it will be key that integration from EPIC to the Community Safety and Security Solution is achieved for bi-directional information sharing – see Annexure A for more information.

The proposed system should be able to distinguish clearly between the flow of data that is information only (Alerts and the like) and that which is a request for service (either for the NW or for the CCT) and be able to follow a workflow accordingly.

In order to offer additional value to the NWs, the individual instances should allow for mobile NW members to manage their shifts, duties and status as well as to be tracked in real time for improved safety and efficiency.

Mobile NW Members utilising the included mobile app should be able to report incidents and share information to their control rooms in order for these to be passed onto the CCT for information or action.

High Level Solution Landscape

High Level Solution Landscape

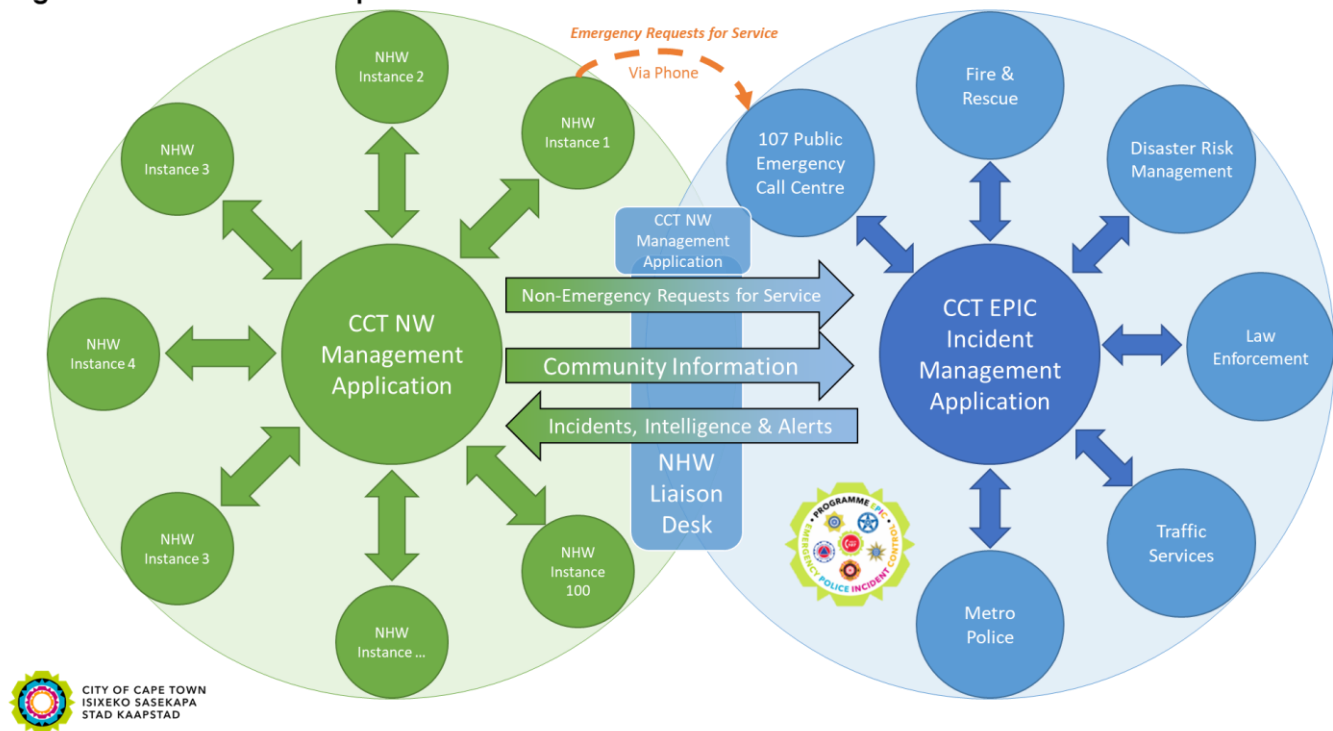


Figure1: The envisaged landscape showing the interaction between the CCT's EPIC solution and the proposed NW Management Application.

High Level Solution Landscape

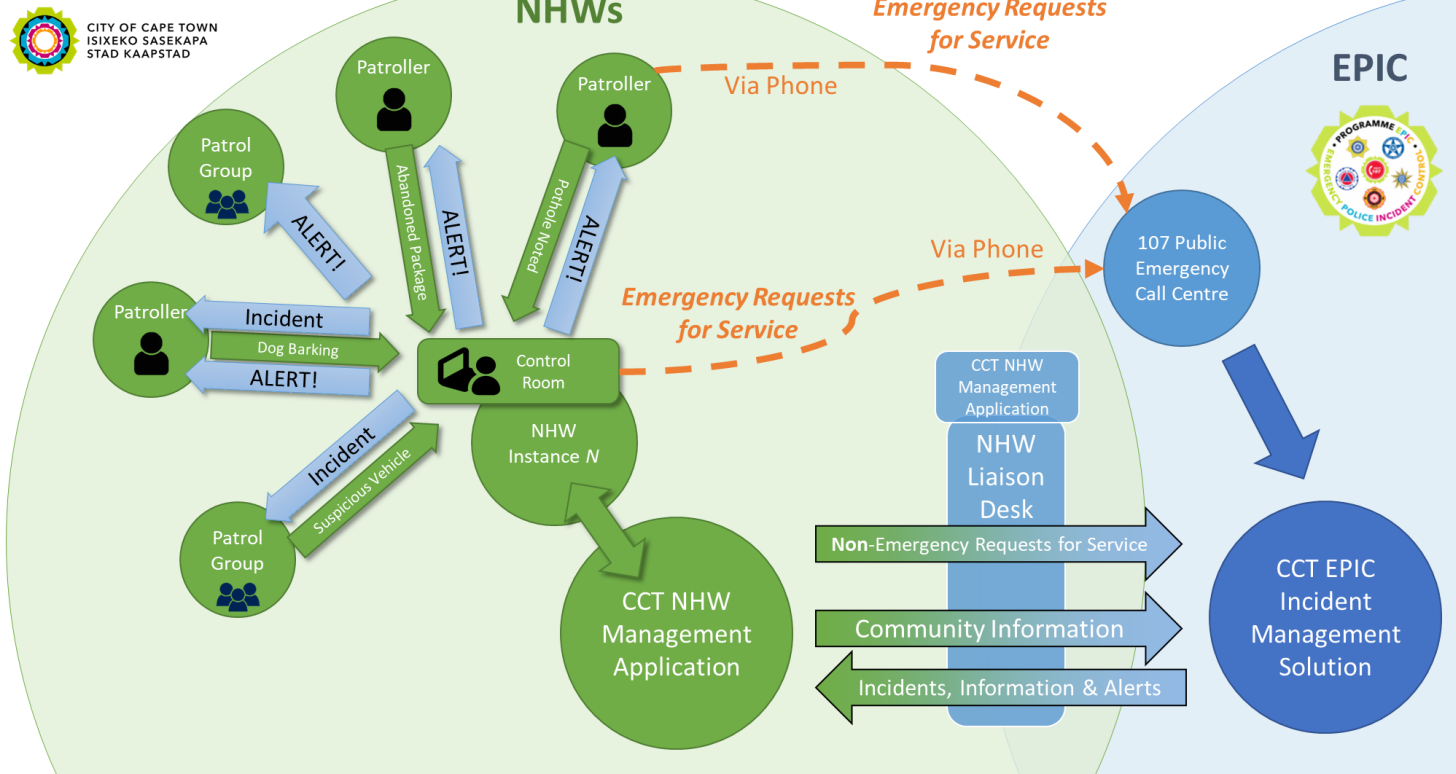


Figure 2: A detailed view of how an individual NW solution instance could interact with the CCT via the central CCT NW Management application and how each NW member could interact with the system via their control room and the individual instance of the NW solution.

A. Requirements

The City of Cape Town requires the following:

1. Supply, Configure, Implement, Host and Support one comprehensive CCT NW Management Solution on a 'Subscription as a Service (SaaS)' delivery model, that will be managed by the City of Cape Town S&S Directorate
2. Supply, Configure, Implement, Host and Support each individual NW Solution Instance on a 'Subscription as a Service (SaaS)' delivery model, that will be overseen by the City of Cape Town S&S Directorate
 - a. Inclusive of 50 mobile user licences
 - b. Additional mobile user licences per NW instance
3. Additional Hosting and Storage Capacity where required
4. Analysis, Configuration and Integration with existing external NW Management Solutions with the CCT Central Solution (#1) (that would constitute additional instances)

Ownership of all underlying/resultant data

The tender must explicitly state that the data remains the property of the City of Cape Town and that the CCT should not incur additional charges for accessing the underlying data.

OPTIONAL

5. Provide Zero-rated or Reverse-billed Connectivity for an instance of the solution [optional / value-add not for evaluation purposes]
6. Provide Zero-rated or Reverse-billed Connectivity for an instance of the mobile application [optional / value-add not for evaluation purposes]
7. Provide any innovative solutions that are not described in the original specifications, but could add value to the City provision of a Management Solution and Mobile Application to partners. [optional / value-add not for evaluation purposes]

INSTRUCTIONS

As part of the returnable documents, the Tenderer must submit proof of compliance with the following Scope of Work. The Tenderer must respond with a document supporting compliance. **The document must be structured utilising provided reference numbers.** Please see the below examples of the tables.

A response that is deemed non-responsive by the City to any of the mandatory requirements may result in the Tenderer being found to be non-responsive for the entire tender.

A - CCT Management Application	Proof of Compliance
15G.A.1	e.g. screen shots, descriptions, tables etc.
15G.A.2	
Etc.	
B - Individual Neighbourhood Watch Management Application instance	Proof of Compliance
15G.B.1	e.g. screen shots, descriptions, tables etc.
15G.B.2	
Etc.	

A. SCOPE OF WORK**A. CCT Management Application**

The CCT Management component for the NW application should consist of the following aspects:

COMPONENT	DESCRIPTOR	COMMENT	Mandatory YES / NO	Provide Proof utilising the below reference No.
Roles	CCT User Roles	The Solution must provide the following roles: Super User - conduct overarching Super User and Configuration functions Manager - conduct overarching manager functions Operator – Non-management functions	YES	15G.A.1
	General	Roles must be configurable on a roles and an authorisations level	YES	15G.A.2
Authorisations	Configuration of Authorisations	Every role must be able to have configurable authorisations within the system	YES	15G.A.3
		Super User Roles must be able to assign roles and authorisations as necessary	YES	15G.A.4
Logon and Authentication		Only users whom are authenticated via agreed processes are able to log in.	YES	15G.A.5
		Best Practice login functionality must be included such as forgotten password and forgotten user names.	YES	15G.A.6
		SuperUsers must be able to manage Logon and Authentication settings as necessary	YES	15G.A.7
		Super Users must be able to manage the logon and authentication settings for instances of the solution deployed to the CCT partners, including the suspension of instances etc.	YES	15G.A.8
Administration	Accept T&C's	The system should requires Terms & Conditions to be agreed to by each user upon initial login in order to complete signing into the system. This	YES	15G.A.9

		T&C page must be configurable.		
	Instance Administration	The City requires the ability to manage the roles, authorisations and currency of each instance of NW on the system.	YES	15G.A.10
	Authentication	High-level authentication with the WCG DoCS NW accreditation System may be required in order to authenticate NW instances. This integration will need to be developed and built in order to meet the 'currency' of NW accreditation requirement.	NO	15G.A.11
		The above requirement will need to integrate with the provision of authentication for the individual NW instances and ultimately members ability to access the system [This may need a two factor authentication process]	NO	15G.A.12
	BI Reporting	The Management Solution must provide the ability for the CCT to draw Business Intelligence reports on various aspects / data from the system including both incident type data, but also solution performance and utilisation data	YES	15G.A.13
		Reports and Data must have the ability to be exported to Excel	YES	15G.A.14
		The CCT expects the SP to provide ongoing focus on the BI environment to continually provide improvements and enhancements to the Business Intelligence and Data and Information Management environment.	NO	15G.A.15
Operational Functionality – The CCT expects the Management Solution to provide the following Operational Value at a Management Level	Active Alerts	The Management Solution must provide the operators with the ability to share active alerts with all Neighbourhood Watches	YES	15G.A.16
	Localised Alerts	The Management Solution must provide the operators with the ability to share alerts only relevant to one or many particular neighbourhood Watches (geo-graphical area)	YES	15G.A.17
	General - Alerts	All Alerts should be manageable with regards to priority, impact, time, categorisation and spatial orientation and must have a manageable duration	YES	15G.A.18
		All Alerts must have a concept that allows users to understand its validity	YES	15G.A.19
	Mapping Interface	The Management Solution must provide the operators with the ability to easily consume, manage and display Neighbourhood Watch geo-graphical boundaries	YES	15G.A.20
		The Management Solution must provide the operators with the ability to manage geo-fencing capabilities. The operators should be able to create geo-fences dynamically and consequently alert or communicate with NWs in the selected geofenced area.	YES	15G.A.21
		The Management Solution must provide the operators with the ability to visually display location of patrollers on active duty in all NW instances	YES	15G.A.22
		The Management Solution must provide the operators with the ability to extract heatmaps that show crime hotspots based on actual crime data or localised data from communities	YES	15G.A.23
		The Management Solution must provide the operators with the ability to display active incidents in a particular geo-graphical space related to the Neighbourhood watch boundary	YES	15G.A.24
		The Management Solution must provide the operators with the ability to track users active in	YES	15G.A.25

		the application and to display the users.		
	Events Calendars	The Management Solution must provide the operators with the ability to add events into the calendar and choose which Neighbourhood watch will receive the event.	NO	15G.A.26
		The Management Solution must provide the operators with the ability for individual Neighbourhood Watches to create or upload events in their own instance, and allow this to be viewed by the CCT management instance.	NO	15G.A.27
		The Management Solution must provide the operators with the ability to consume and share events uploaded from various instances. This speaks to integration with the CCT EPIC Solution – see Annexure A for more information on the City's APIs.	NO	15G.A.28
Reporting	Reporting	The Management Solution must provide the operators with the ability to empower Subcouncil action based on incidents / situations logged. This will require the application to be enabled with CCT Sub-Council geo spatial boundaries. Enabled sharing of BI Reports with SC Managers will be required.	NO	15G.A.29
		The Management Solution must provide the ability to consume information from other sources and report on it.	NO	15G.A.30
		The Management Solution must provide the ability to provide spatial representation of all projects, activities and incidents e.g. Neighbourhood watches, Area based Teams, sub councils	NO	15G.A.31
		The Management Solution must provide the operators with the ability to extract reporting and reports that are relevant to one or many or all of the instances configured in the system	YES	15G.A.32

B. Individual Neighbourhood Watch Management Application instance

A management console specific to an instance of the Neighbourhood watch application must provide the following deliverables:

COMPONENT	DESCRIPTOR	COMMENT	Mandatory YES / NO	Provide Proof utilising the below reference No,
Roles	NW Manager Role	The NW Management Solution must provide the ability for a manager with appropriate authority to log in and conduct overarching super-user and manager administrative functions specific to the instance of the application	YES	15G.B.1
		The NW Management Solution must provide the ability for a manager to provide certain critical functionality from a mobile device. This is particularly important when the NW Management structures do not have a dedicated control room infrastructure, and critical functions need to be run from a NW Managers mobile application.	YES	15G.B.2
	NW Mobile User	The NW Management Solution must provide the ability for a mobile user to log in and interact with the application in approved transactions from a mobile device.	YES	15G.B.3
Authorisations	Authorisations	Every role must be able to have configured	YES	15G.B.4

		authorisations within the system		
Logon and Authentication	Authentication	Only users whom are authenticated via agreed processes are able to log in.	YES	15G.B.5
	2-step authentication	It is important that appropriate user access is carefully managed with regard to access to the NW application. The first Step is that each NW that is provided an instance of the solution is Authenticated on the DPOCS NW Accreditation system. This authentication must be checked regularly, and the access to the system must be revocable should the accreditation not be maintained.	NO	15G.B.6
		Step 2: Is to ensure that the user is in fact authenticated by the NW itself. This would allow access to the application itself, and to be authenticated as a current user on a more localised registration system. NW's will need to provide Names and additional details of members in order to be provided with a user name and password.	YES	15G.B.7
Logon and Authentication	Logon and Authentication	If the user is disabled as a member of the system, then the system should reject the users attempts to login immediately. This is an important concept that the SP must provide sufficient detail on in the proposal.	YES	15G.B.8
Administration	Rosters / Records	The NW Management Solution must provide the ability for Neighbourhood watch members to log their patrol times	YES	15G.B.9
	NW Member Status	The Solution must allow for the status of the NW Mobile Users to be set as required. This could be achieved via voice communication or via the Mobile App. For example the Controller must be able to change the User status to "Available" or "Unavailable" etc.	YES	15G.B.10
Operations	Mapping	The NW Management Solution Instance must provide the ability to display geographical boundaries	YES	15G.B.11
		The NW Management Solution Instance must provide configurable ability to utilise Geo-fencing capabilities and to warn members via the mobile app when they are leaving their NW boundaries	NO	15G.B.12
		The NW Management Solution Instance must provide the ability to create Visibility of patrollers on active duty	YES	15G.B.13
		The NW Management Solution Instance must provide the ability to depict crime hotspots based on actual crime data or localised data from communities	YES	15G.B.14
		The NW Management Solution Instance must provide the ability to display active incidents in a particular geo-graphical space related to the Neighbourhood watch boundary to the NW Manager / operator	YES	15G.B.15
		The NW Management Solution Instance must provide the ability to display heatmaps relevant of the geographical area to the manager / operator in order for them to offer insight to members on where to focus their attention.	NO	15G.B.16
	Registration of incidents / events	The NW Management Solution Instance must provide the ability to register incidents or events related to the geographical area. The solution must have configurable mandatory fields that must be filled in on registration. At a minimum, the solution must require the location and type of incident.	YES	15G.B.17

	Situation Reporting	The NW Management Solution instance must provide the ability to report on situations / scenarios that could influence crime prevention e.g. dense bushes or poor lighting It should provide for this information to be inserted under a number (at least 10) pre-determined categories. This should allow for the uploading of relevant documents, photos and videos.	YES	15G.B.18
	Crime and Disorder information	The Management Solution must enable users to report any additional crime and disorder related information they deem necessary to bring under the attention of the City's policing departments. This should allow for the uploading of relevant documents, photos and videos.	YES	15G.B.19
	Call for help	The NW Management Solution instance must provide the ability to communicate with local control rooms or other NW members	NO	15G.B.20
	Communication	The NW Management Solution instance must provide the ability to incorporate a messaging app providing in-house instant messaging between various configurable groups	NO	15G.B.21
	Tracking	The NW Management Solution instance must provide the ability to track users whilst they are logged into the application.	YES	15G.B.22
	Surveys	The NW Management Solution instance must provide the ability to participate or conduct surveys	NO	15G.B.23
		The NW Management Solution instance must provide the ability to visualise survey responses through enhanced situational awareness	NO	15G.B.24
	Events	The NW Management Solution instance must provide the ability to Book events that may have a community impact	NO	15G.B.25
		The NW Management Solution instance must provide the ability to add the event to calendar	NO	15G.B.26
		The NW Management Solution instance must provide the ability to add the event to the map	NO	15G.B.27
Requirements	Log : Information Report	The NW Management Solution instance must provide the ability to create an alert for incidents such as 'possible protest action'. A categorisation of Incidents and events must be provided and must be compatible with the City's EPIC Incident Data structures.	YES	15G.B.28
		The NW Management Solution instance must provide the ability to add alert to the map	YES	15G.B.29
		The NW Management Solution must provide the ability to provide report on factors that may affect the safety / security of an area. It should provide for this information to be inserted under a number (at least 10) pre- determined categories. This should allow for the uploading of relevant documents, photos and videos.	YES	15G.B.30
	Log : Utility C3 reports – EG: Potholes, Streetlights, Traffic lights etc.	The NW Management Solution must provide the ability to log service requests (utility type service requests – C3's) reports with the City's CRM utilising existing City API processes.	YES	15G.B.31
	Log : Public Safety Service Requests – EG: non - life threatening, S&S-related	The NW Management Solution must provide the ability to log non-life threatening reports with the City's EPIC utilising existing City API processes. This entire process must be able to be updated and managed.	YES	15G.B.32
		The NW Management Solution must be able to advise the operators that for certain incident types they must	YES	15G.B.33

	incidents	phone the City's PECC call centre.		
	Log : Alerts	The NW Management Solution must provide the ability to log alerts that are relevant to the S&S environment. Alerts should be manageable and maintainable.	YES	15G.B.34
		The NW Management Solution must provide the ability to manage duplications of Incidents and Alerts	YES	15G.B.35
	Receive Alerts: Internally Generated	The NW Management Solution must provide the ability to receive and log localised alerts from the Mobile App.	YES	15G.B.36
		The NW Management Solution must provide the ability to receive localised alerts per NW zone	YES	15G.B.37
	Receive Alerts: Externally generated	The NW Management Solution must provide the ability to receive and manage alerts from Neighbouring Neighbourhood Watches	NO	15G.B.38
	Receive Alerts: CCT-generated	The NW Management Solution must provide the ability to receive CCT generated alerts	YES	15G.B.39
		The NW Management Solution must provide the ability for a feedback loop for Neighbourhood watches to provide qualified feedback to CCT when they arrive as first responders	YES	15G.B.40
		The NW Management Solution must provide the ability for alerts to be closed appropriately and expectations to be managed.	YES	15G.B.41
	Incident Management	Mobile Updates	The Solution must accept status updates from the Mobile App Users	YES
The Solution must accept Multimedia updates from the Mobile App Users			YES	15G.B.43
Incident Resolution		As part of the communication and feedback loop the Solution must cater for providing an Incident Resolution for the incident. This should accept the resolution code from the Mobile Device or be able to be set by the Controller. For example, "As part of the communication and feedback loop, the App must prompt the user to give feedback via a resolution code. For example, "Nothing Found", "Emergency Services On Scene" etc. This should be configurable as part of system implementation.	YES	15G.B.44
		As part of the above, the App should allow the User to fill in an incident form with detailed information about the incident. This form should be configurable by the system administrators.	NO	15G.B.45
General	Accessibility	The NW Management Solution for PC's must be readily accessible to NW's	YES	15G.B.46
		A mobile version of the management application is required	NO	15G.B.47

C. Neighbourhood Watch Member Mobile Application

COMPONENT	DESCRIPTOR	COMMENT	Mandatory YES / NO	Provide Proof utilising the below reference No,
Roles	NW Mobile Super User Role	The NW Mobile Application must provide the ability for a super user with appropriate authority to log in	YES	15G.C.1

		to the application and conduct certain critical functions specific to the instance of the application. This is important when a NW may not have a dedicated control room infrastructure whereby the application can be managed by the control room operators.		
	NW Mobile User	The NW Mobile Application must provide the ability for a mobile user to log in and interact with the application from a mobile device.	YES	15G.C.2
Ligon and Authentication	2-step authentication	Only users whom are authenticated via the agreed processes are able to log in.	YES	15G.C.3
		Step 1: NW's must be current and authenticated on the DPOCS NW Accreditation system	NO	15G.C.4
		Step 2: NW Members must be Authenticated as a current user on a more localised registration system	YES	15G.C.5
Administration	Rosters / Records	The NW Mobile Application must provide the ability for Neighbourhood watch members to log their patrol times	YES	15G.C.6
Resource Management	Status Management	The Application must cater for NW Members to be able to set their status on the app. The status options must be able to be configured during solution implementation. For example: The App must allow the User to change their status to "Available" when they log on.	YES	15G.C.7
	Status Logic	Status logic and rules should be applied that control when the User can change the status based on their activity / other events within the system. For example, the user should not be able to change status to unavailable when they have open incidents on their profile.	NO	15G.C.8
Operations	Mapping	The NW Mobile Application must provide the ability to display geographical boundaries to the members on their application	YES	15G.C.9
		The NW Mobile Application must provide the ability to leverage Geo-fencing capabilities for both alerting and for warnings that NW members may be entering / leaving pre-determined areas	NO	15G.C.10
		The NW Mobile Application must provide the ability to share visibility of other patrollers on active duty	YES	15G.C.11
		The NW Mobile Application must provide the ability to depict crime hotspots based on actual crime data or localised data from communities and to share such information with patrollers on duty	NO	15G.C.12
		The NW Mobile Application must provide the ability to display active incidents in a particular geographical space related to the Neighbourhood watch boundary	YES	15G.C.13
		The NW Mobile Application must provide the ability to display heatmaps relevant to the geographical area and to improve a patrollers situational awareness whilst on patrol	NO	15G.C.14
		The NW Mobile Application must provide innovative solutions to assist the patrollers whilst on patrol.	NO	15G.C.15
	Registration of incidents / events	The NW Mobile Application must provide the ability to register incidents or events related to the geographical area. This process must be described in detail by the Service Provider.	YES	15G.C.16
		The system must cater for processes to check and validate the registration of incidents. The system must identify and prevent abuse of the system by users registering incidents. It should cater for the concept of "trusted" users and flag or identify those acting in an untrustworthy manner.	YES	15G.C.17

		The registration of an incident must have a verification process attached to it. This will most likely require that a manager/controller/dispatcher from the NW instance be involved in verifying the data. In certain 'priority' instances this second stage verification process could be bypassed. SP to explain this in detail.	YES	15G.C.18
		In order for the incident registration system to work with the EPIC integration, the incident categorisation and additional processes for incident registration in EPIC must be adhered to in the data structures and process design	YES	15G.C.19
		The solution must have a system of integrity and credibility management to the users, both at NW level, but also at member level. NW's or Members who utilise the system irresponsibly will need to be identified and managed accordingly	YES	15G.C.20
	Log on behalf of someone else	The NW Mobile Application must provide the ability for members to Log Incidents / reports on behalf of someone else. This is similar to an anonymous tip off and therefore may require some form of verification process. The City would require to retain the ability to engage the NW member who logged the tip off on behalf of another person	NO	15G.C.21
	Situation Reporting	The NW Management Solution instance must provide the ability to report on situations / scenarios that could influence crime prevention e.g. dense bushes or poor lighting It should provide for this information to be inserted under a number (at least 10) pre-determined categories. This should allow for the uploading of relevant documents, photos and videos.	YES	15G.C.22
	Crime and Disorder information	The Management Solution must enable users to report any additional crime and disorder related information they deem necessary to bring under the attention of the City's policing departments. This should allow for the uploading of relevant documents, photos and videos.		15G.C.23
	Call for help	The NW Mobile Application must provide the ability for members to communicate a need for assistance from other local control rooms or other NW members via the provided solution.	NO	15G.C.24
	Communication	The NW Mobile Application must provide the ability to incorporate a messaging app providing in-house instant messaging. This solution must allow attachments such as photos, videos, voicenotes and documents to be shared.	NO	15G.C.25
	Tracking	The NW Mobile Application must provide the ability to track users whilst logged into the application, and for other users' locations to be shared.	YES	15G.C.26
	Surveys	The NW Mobile Application must provide the ability to participate, conduct surveys	NO	15G.C.27
Requirements	Log : Information Report	The NW Mobile Application must provide the ability Create an alert, such as for possible protest action	YES	15G.C.28
		The NW Mobile Application must provide the ability to add alert to a calendar	NO	15G.C.29
		The NW Mobile Application must provide the ability to add an alert to the map	YES	15G.C.30
		The NW Management Solution must provide the ability to provide report on factors that may affect the safety / security of an area. It should provide for this information to be inserted under a number (at	YES	15G.C.31

		least 10) pre- determined categories. This should allow for the uploading of relevant documents, photos and videos.		
	Log: Utility C3 reports – EG: Potholes, Streetlights, Traffic lights etc.	The NW Management Solution must provide the ability to log service requests (utility type service requests – C3's) reports with the City's CRM utilising existing City API processes.	YES	15G.C.32
	Log: Public Safety Service Requests – EG: non - life threatening, S&S-related incidents	The NW Management Solution must provide the ability to log non-life threatening reports with the City's EPIC utilising existing City API processes. This entire process must be able to be updated and managed.	YES	15G.C.33
	Log : Alerts	The NW Mobile Application must provide the ability to log alerts that are relevant to the S&S environment. Alerts should be manageable and maintainable.	YES	15G.C.34
		The NW Mobile Application must provide the ability to manage duplications of Incidents and Alerts	YES	15G.C.35
	Receive Alerts: Internally Generated	The NW Mobile Application must provide the ability to receive localised alerts per street	NO	15G.C.36
		The NW Mobile Application must provide the ability to receive localised alerts per zone	YES	15G.C.37
	Receive Alerts: Externally generated	The NW Mobile Application must provide the ability to receive alerts from other Neighbouring Neighbourhood Watch systems	NO	15G.C.38
	Receive Alerts: CCT-generated	The NW Mobile Application must provide the ability to receive CCT generated alerts to Neighbourhood watches	YES	15G.C.39
		The NW Mobile Application must provide the ability for a feedback loop for Neighbourhood watches to provide qualified feedback to CCT when they arrive as first responders	YES	15G.C.40
		The NW Mobile Application must provide the ability for alerts to be closed appropriately and expectations managed.	YES	15G.C.41
General	Accessibility	Must be downloadable from the various app stores – Android and iOS is mandatory. Huawei App Store – NON- MANDATORY	YES	15G.C.42
Management of Incidents	Incident/Alert notification	The app must notify the user when a new alert / incident is registered in their area / applicable to them. The notification must be clearly visible to the user.	YES	15G.C.43
		The app must take into account the user's current GPS location in order to understand which alerts / incidents to send to the user.	YES	15G.C.44
	Status Management	The app must allow the user to "accept" / acknowledge the incident. This must clearly indicate to the control room that the specific User is associated with the Incident.	YES	15G.C.45
		The app must allow the user to change their status to mark themselves as "En Route", "At Incident" amongst other, configurable statuses.	NO	15G.C.46
		The above functionality should be associated with the current incident that the user is involved with. Advanced logic rules should be applied.	NO	15G.C.47
	Incident Form Completion	As part of the communication and feedback loop, the App must prompt the user to give feedback via a resolution code. For example, "Nothing Found",	YES	15G.C.48

		"Emergency Services On Scene" etc. This should be configurable as part of system implementation		
		As part of the above, the App should allow the User to fill in an incident form with detailed information about the incident. This form should be configurable by the system administrators.	NO	15G.C.49
		As part of incident management, the App must allow the user to securely send images / videos / voice notes to the NW control room.	YES	15G.C.50
User Interface	UI	The App must have an intuitive and user-friendly interface. The app should be easily utilised on different sized phone screens without a loss of functionality. The app should resize itself as required.	YES	15G.C.51

D. API

DESCRIPTION	Mandatory YES / NO	Provide Proof utilising the below reference No,
In the case where existing NW's have technology solutions in place, the service provider must provide the capability to consume information from other Neighbourhood watches who have existing solutions.	YES	15G.D.1
The City of Cape Town will provide an API to consume this solution into the EPIC environment. If the City requires integration between the NW App and EPIC the City will provide an API. The NW Application must be able to integrate via the City API – see Annexure A for more information.	YES	15G.D.2

E. TECHNICAL SPECIFICATION (NON FUNCTIONAL)

DESCRIPTION	Mandatory YES / NO	Provide Proof utilising the below reference No,
This solution must be provided as a Software as a Service (SaaS) solution	YES	15G.E.1
Application Data consumption should be optimised to support effective use of the application by communities. Proof of average Data consumption per user to be provided	YES	15G.E.2
Application Power consumption should be optimised to support effective use of the application by communities. Proof of average Power consumption per user to be provided	YES	15G.E.3
The mobile application must work with several options - City Sim, Sponsored SIM, or own SIM	YES	15G.E.4
Application must be downloadable from both the Android and iOS app stores	YES	15G.E.5
The application can be downloaded from the Huawei App Store	NO	15G.E.6

OTHER MANDATORY SPECIFICATIONS

The following specifications need to be complied with. The Tenderer must provide proof, referenced to the relevant reference number.

F. IMPLEMENTATION

DESCRIPTION	Reference Number
Service Provider must provide an implementation and training plan. This would include configuration of the roles and overall solution.	15G.F.1
The application delivered by the Service Provider must be functional and ready to deploy upon contract award.	15G.F.2
Configuration, preparation and implementation of the initial deployment must take place within 1 months of contract date beginning	15G.F.3
The City of Cape Town will facilitate sessions and venues for the implementation to selected NW's but the Service Provider must deliver configuration, implementation and training to each NW.	15G.F.4

G. DATA

DESCRIPTION	Reference Number															
Must have in place storage requirements to accommodate dynamic data growth of data generated by the Neighbourhood Watch Application (e.g. logs, configuration changes)	15G.G.1															
Must have the ability to integrate to other applications and should support modern technology based on the protocols below as a minimum: <table><tr><th>Paradigm/Context</th><th>File Transfer</th><th>Protocols</th></tr><tr><td>REST SOAP</td><td></td><td>POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)</td></tr><tr><td>ODBC</td><td></td><td></td></tr><tr><td>email</td><td></td><td>POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)</td></tr><tr><td></td><td></td><td></td></tr></table>	Paradigm/Context	File Transfer	Protocols	REST SOAP		POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)	ODBC			email		POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)				15G.G.2
Paradigm/Context	File Transfer	Protocols														
REST SOAP		POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)														
ODBC																
email		POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501) COAP (IETF Datatracker - RFC7252)														
See Annexure A for more information about the APIs for EPIC and the City's C3 – Service Delivery Notification process.																

H. REPORTING AND MANAGEMENT

DESCRIPTION	Reference Number
After the Go Live of the Application; the ability to provide comprehensive progress weekly, monthly, quarterly and annual reports both from a Superuser and Service Provider perspective	15G.H.1
All consolidated reports to have the ability of both a hard copy and electronic version which should be in MS Word format for text and MS Excel format for tables and databases. The format for GIS maps shall be jpeg or PDF format.	15G.H.2
All information and data collected during the tenure of the contract, shall remain the property of CCT and may not be divulged to any other party, without the express consent by CCT	15G.H.3

It is a requirement that the service provider delivers a reporting and Business Intelligence functionality that covers all the options made possible by the various tables and data fields contained within the solution.	15G.H.4
It is a requirement that the service provider delivers Best Practice Reporting and BI functionality, such as, but not limited to spatial, temporal, user, organisational and other accepted data structures.	15G.H.5
It is a requirement that the service provider delivers a 'managed self-service' portal for BI and Reporting that can be managed via authorisations and roles.	15G.H.6
The BI and Reporting solution must be able to be restricted to the organisational structure of the solution - i.e.: One NW Instance should not be able to draw BI on other NW Instances. (The CCT BI version shall be able to run BI over multiple instances)	15G.H.7

I. DATA OWNERSHIP

DESCRIPTION	Reference Number
The tender must explicitly state that the data remains the property of the City of Cape Town and that the CCT should not incur additional charges for accessing the underlying data.	15G.I.1
A description of the data storage capability of the solution;	15G.I.2
Acknowledgement that the data created from this solution will remain the property of the City, and will not be accessible nor utilised by the tenderer in any way whatsoever without the express written consent of a duly authorised representative of the City;	15G.I.3
A description of how the stored data will be accessible to the City at all times;	15G.I.4
A description of the strategy to hand over all the data to the City when the contract ceases to be in effect.	15G.I.5
Encryption of all data transmitted and stored	15G.I.6
Agreement to sign a data specific contract with the City in respect of the above	15G.I.7

J. COMPLIANCE TO CCT SERVICE LEVEL EXPECTATIONS

DESCRIPTION	Reference Number
The ability to achieve the following SLA's:	
Equipment Failure – No more than 6 hours solution unavailability from time of equipment failure	15G.J.1
Software / Hardware Failure – No more than 6 hours of solution unavailability from time of failure report;	15G.J.2
Total Solution – No more than 24 hours unavailability per month – this is a 96.666% availability based on a 30 day month	15G.J.3

K. SUPPORT AND MAINTENANCE

DESCRIPTION	Reference Number
Notwithstanding the above SERVICE LEVEL EXPECTATIONS the tenderer must ensure a hardware and software support and maintenance agreement for the components which it provides as part of the solution.	15G.K.1
If the storage is 'external' and not in the City Data Centres, or equipment is leased then the tenderer must have appropriate back-to-back agreements with its own service providers. The City will however only deal with the tenderer.	15G.K.2
If the storage is in the City's Data Centres, then the tenderer must ensure that appropriate support and maintenance is available and that availability agreements are negotiated with the City IS&T	15G.K.3

department as part of the contract negotiations.	
Service provider to be able to provide support to Super Users and Members – in App Help Function / support line	15G.K.4
This contract does not anticipate the SP providing any hardware support, unless it leads to software issues that require additional hardware support.	15G.K.5

L. TRAINING, CHANGE MANAGEMENT AND SKILLS DEVELOPMENT

DESCRIPTION	Reference Number
The training and skills development strategy for the solution to operate effectively. This should include a description and course material to cover the following anticipated roles:	15G.L.1
<ul style="list-style-type: none"> • Solution Manager (superuser – CCT) • CCT Operators • Trainers CCT • Solution Administrator (Superuser – NW) • NW Operator • Mobile Field User 	
With regard to the training and change management efforts, there is a significant requirement for NW administrators, NW dispatchers and NW officers in the field to receive and provide feedback from a solution such as this. Appropriate Change Management collateral should be supplied by the tenderer in order to ensure the value of the solution is achieved. The tenderer should describe any additional support that could be offered such as:	15G.L.2
<ul style="list-style-type: none"> • Communication Training; • Dispatcher / Incident Commander Training; • Analyst Training; • Field Operator Training; 	
Training to be provided to City of Cape Town Staff	15G.L.3
Training to be provided to NW instance	15G.L.4
User guide to be made available as printable soft copy and via application to NW instances	15G.L.5

M. GUIDE ON LEGAL OR REGULATORY REQUIREMENTS GOVERNING THIS CONTRACT

DESCRIPTION The bidder must confirm to the following.	
<ul style="list-style-type: none"> • Must consider and adhere to laws, regulations from the government, and even internal policies that the organization and their systems must follow. • The following Acts, amongst other applicable legislation apply: <ul style="list-style-type: none"> ○ Electronic Communications and Transaction Act, Act No. 25 of 2002 (ECTA) ○ Minimum information Security Standards, 1996 (MISS) ○ Protection of Personal Information Act, Act No. 2013 (POPIA) ○ Protection of Information act, Act No. 84 of 1982 ○ Public Administration Management Act, Act No. 11 of 2014 ○ National Archives of South Africa Act, Act No. 43 of 1996 	15G.M.1

- | | |
|--|--|
| <ul style="list-style-type: none"> ○ Spatial Data Infrastructure Act, Act No. 54 of 2003 ○ Promotion of Access to Information Act, Act No. 2 of 2000 (PAIA) ○ South African Cybersecurity Framework, 2012 ○ National Integrated ICT Policy White Paper, 2016 | |
|--|--|

The General Data Protection Regulation 2016/679

TRADE NAMES OR PROPRIETARY PRODUCTS

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

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’

EMPLOYMENT OF SECURITY PERSONNEL

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

FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier’s compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture’s/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

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

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

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

R

B-BBEE Status Level of Prime Supplier

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub- contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B- BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Total:				R
Expressed as a percentage of P*				%

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

.....

Date:

Verified by CCT
Project Manager:

.....

Date:

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P* x 100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided**Signatures**Declared by supplier
to be true and correct:

Date:

Verified by CCT
Project Manager:

Date:

