TENDER NO: 38S/2026/27

TENDER DESCRIPTION: Technologies for the Enablement of Smart Transportation in Cape Town

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE	**[09/09/2026]**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**225**
TENDER FEE	**R 200**

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

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

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

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

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	**:**	**[07/08/2026]**
SITE VISIT/CLARIFICATION MEETING	:	Time: **10:00** on Date: **[21/08/2026]** **(Compulsory)**
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	**Hybrid / MS Teams Meeting** **Transport Management Centre, Smartt Road, Goodwood, Cape Town** **https://teams.microsoft.com/meet/381651658914951?p=ssnFMJDXsySGjIXgaw** **Meeting ID: 381 651 658 914 951** **Passcode: no3Dt9kW**
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 38S/2026/27: - TENDER DESCRIPTION: Technologies for the Enablement of Smart Transportation in Cape Town ",** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	**:**	Email: **SCM.Tenders8@capetown.gov.za**

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the Conditions of Tender, 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 right not to appoint a tenderer at all.

~~A Standby Bidder will be identified as per 2.1.5.3.~~

The contract period shall be for a period of **[36]** months from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system [will not] be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
b) An appeal must contain the following:
    i. Must be in writing

ii. It must set out the reasons for the appeal
iii. It must state in which way the Appellant's rights were affected by the decision;
iv. It must state the remedy sought; and
v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

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

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

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).
For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

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

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

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);

c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.

d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);

g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,

h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;

i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;

j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;

k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

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

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

2.2.1.1.4 Project experience (Entity Track Record)

To be declared responsive tenderers have to have completed at least one single project within the past 10 years for each of the categories listed below:

- CCTV with associated Video Analytics related to People and Vehicle Counting to the value of R10 million (Excl. VAT).
- Data / Network Centre Supporting Systems to the value of R15 million (Excl. VAT)
- Bespoke Transport Software Development Projects WITH associated data analytics and dashboarding to the value of R10 million (Excl. VAT)

Evidence must be provided in the form of a Taking Over Certificate (TOC) or reference letter from the Client or Engineer indicating that the project was successfully completed. Such evidence must be submitted with the relevant schedule (Schedules F.13.B.a, F.13.B.b, F.13.B.c).

The reference letter shall be based on the template provided in Annexure H.

Failure to provide such evidence at tender closing will result in the tender being declared non-responsive.

2.2.1.1.5 PSIRA Registration

The Tenderer, JV partner or his sub-contractor must be registered with the Private Security Industry Regulatory Authority (PSIRA). Proof of valid registration or renewal of the same with PSIRA must be submitted with tender closing as per the Private Security Industry Regulation Act (Act 56 of 2001) and must be attached to Schedule F.13.A.

If in the name of a subcontractor, a signed undertaking from the subcontractor must be submitted at tender closing, where the subcontractor undertakes to perform the CCTV related works. This undertaking must be attached to Schedule F.13.A.

Failure to provide proof or renewal of registration including subcontractor undertaking (if applicable) at tender closing will result in the tender being declared non-responsive.

2.2.1.1.6 Vendors OEM Partner Status

The Tenderer, JV partner or his sub-contractor must be a currently approved partner of the original equipment manufacturer(s) of the equipment offered under Schedule A – Physical Infrastructure and Schedule B- Digital Infrastructure (hardware and software). The Tenderer must submit proof of OEM status and attach such proof to Schedule F.13.A.

If in the name of a subcontractor, a signed undertaking from the subcontractor must be submitted at tender closing, where the subcontractor undertakes to perform the works related to the relevant OEM. This undertaking must be attached to Schedule F.13.A.

Failure to provide proof of OEM status including subcontractor undertaking (if applicable) at tender closing will result in the tender being declared non-responsive.

2.2.1.1.7 Minimum score for functionality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The functionality criteria will be scored across two (2) categories. The categories and maximum possible score for each is shown in the table below. The total score achieved for functionality will be the sum of the scores of the different categories.

IItem	Category of functionality criteria and applicable schedule	Maximum score
1	Relevant Experience of the Tendering Entity	90
1.1	**SCHEDULE F.13.B.a:** **SCHEDULE OF WORK EXPERIENCE OF TENDERER RELATED TO SMART TECHNOLOGIES FOR TRANSPORT PROJECTS RELATED TO CCTV WITH ASSOCIATED VIDEO ANALYTICS RELATED TO PEOPLE AND VEHICLE COUNTING)**	30
1.2	**SCHEDULE F.13.B.b:** **SCHEDULE OF WORK EXPERIENCE OF TENDERER IN TERMS OF SMART TECHNOLOGIES FOR TRANSPORT PROJECTS RELATED TO DATA / NETWORK CENTRE SUPPORTING SYSTEMS IMPLEMENTATIONS WITH ASSOCIATED HVAC, ELECTRICAL RETICULATION, UPS AND GENERATOR INSTALLATIONS)**	30
1.3	**SCHEDULE F.13.B.c:** **SCHEDULE OF WORK EXPERIENCE OF TENDERER IN TERMS OF SMART TECHNOLOGIES FOR TRANSPORT PROJECTS RELATED TO BESPOKE TRANSPORT SOFTWARE DEVELOPMENT PROJECTS WITH ASSOCIATED DATA ANALYTICS AND DASHBOARDING)**	30
2	Key Resources **(SCHEDULE 13: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF)**	60
Total Score		**150**
Score (Minimum = 70%)		**105**

The minimum score for functionality is **105**. Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.

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

(appended to Schedule F2). Work experience can be claimed for all JV partners.
.

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.

<table>
<tr><th colspan="2">1. Relevant Experience of the Tendering Entity</th><th>Max 90</th></tr>
<tr><td></td><td>Preamble to experience claimed for Smart Technologies for Transport (STT) projects. These projects include CCTV implementations WITH associated video analytics related to people and vehicle counting, Data / Network Centre Supporting Systems Implementations WITH associated HVAC, data and electrical reticulation, UPS and generator installations, Bespoke Transport Software Development Projects WITH associated data analytics and dashboarding

• All amounts stated in this table excl. VAT.
• Where experience is claimed for work done as part of a past Joint Venture (JV), consortium or partnership, the tenderer must indicate what proportion of the work was completed by him and multiply this with the Smart Technologies for Transport project value. For example, if a tenderer implemented / maintained 50% of a Smart Technologies for Transport project to the value of R 50 million, the value against which experience may be claimed is 50% * R 50 million = R 25 million.
• Experience from a project that included other systems only the value of the Smart Technologies for Transport portion of the project may be used to claim points. For example: A tenderer was part of a JV on a combined STT project with total value of R150m. The value of the STT portion of the works was R70m. The tenderer implemented / maintained 50% of the STT component. The value against which experience may be claimed is 50% * R 70 million = R 35 million.
• The work experience presented must be that of the tendering entity or JV partner within the tendering entity and not of a subcontractor or key staff members.
• Projects must have been completed within the last 10 (ten) years prior to the tender closing date. Projects older than this will not be eligible, since technology and has advanced significantly in the past 10 years.
• Tenderers must complete Schedule 13.
• The sum of values of multiple projects (including capital works and maintenance projects) may be used to claim points.
• Experience can be claimed against on-going projects, only up to the value of the works completed.
• The tenderer must provide evidence of successful implementation of the Smart Technologies for Transport project.
• Evidence must be provided in the form of a Taking Over Certificate (TOC) or reference letter from the Client or Engineer indicating that the project was successfully completed. <u>Such evidence must be submitted with the relevant schedule at tender closing (Schedules F.13.B.a, F.13.B.b, F.13.B.c).</u>
• The reference letter shall be based on the template provided in Annexure H.
• Failure to provide such evidence at tender closing will result in the tender being scored zero.
• A reference letter must be signed by the Client or Engineer and include project description, project value (Excl. VAT), project completion date.
• Only those projects for which evidence are provided will be used to determine the total value of works against which points may be</td><td></td></tr>
</table>

	claimed.	

	Experience of Smart Technologies for Transport Projects related to CCTV WITH associated Video Analytics related to People and Vehicle Counting (SCHEDULE F13.B.a: SCHEDULE OF WORK EXPERIENCE OF TENDERER). (Max. possible score: 30)	
	Description of criteria	**Points**
a	No evidence or projects with value less than those stated per point b below. Note the requirement for **Tender Eligibility as per 2.2.1.1.4 above.**	**0**
b	Evidence of one or more projects where the Tenderer has successfully commissioned and / or maintained one or more CCTV with associated Video Analytics related to People and Vehicle Counting projects with accumulative values as per below:	
	i. R10 million to R15 million excl. VAT	**10**
	ii. > R15 million to R25 million excl. VAT	**20**
	iii. > R25 million excl. VAT	**30**
	Maximum possible score	**30**

	Experience of Smart Technologies for Transport Projects related to Data / Network Centre Supporting Systems Implementations WITH associated HVAC, electrical reticulation, UPS and generator installations (SCHEDULE F.13.B.b: SCHEDULE OF WORK EXPERIENCE OF TENDERER). (Max. possible score: 30)	
	Description of criteria	**Points**
a	No evidence or projects with accumulative value less than those stated per point b below. Note the requirement for **Tender Eligibility as per 2.2.1.1.4 above.**	**0**
b	Evidence of one or more projects, where the Tenderer has successfully commissioned and / or maintained one or more Data / Network Centre Supporting Systems Implementations WITH associated HVAC, electrical reticulation, UPS and generator installation projects with accumulative values as per below:	
	iv. R15 million to R30 million excl. VAT	**10**
	v. > R30 million to R60 million excl. VAT	**20**
	vi. > R60 million excl. VAT	**30**
	Maximum possible score	**30**

	Experience of Smart Technologies for Transport Projects related to Bespoke Transport Software Development Projects WITH associated data analytics and dashboarding (SCHEDULE F.13.B.c: SCHEDULE OF WORK EXPERIENCE OF TENDERER). (Max. possible score: 30)	
	Description of criteria	**Points**
	No evidence or projects with accumulative value less than those	**0**

a	stated per point b below. Note the requirement for **Tender Eligibility as per 2.2.1.1.4 above.**	
b	Evidence of one or more projects, where the Tenderer has successfully commissioned and / or maintained one or more CCTV with associated Video Analytics related to People and Vehicle Counting projects with accumulative values per below:	
	vii. R10 million to R15 million excl. VAT	**10**
	viii. > R15 million to R25 million excl. VAT	**20**
	ix. > R25 million excl. VAT	**30**
	Maximum possible score	**30**

	2. Key Resources (SCHEDULE 13: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF) (Max. possible score: 60)	**Max. 60**
	Preamble to experience claimed for Key Resources • Proof of qualification through a certified copy (for stipulated NQF level) and personnel CV must be submitted. • The CV must have sufficient information to validate the experience claimed. • Tenderers must complete Schedule 13: *Details of qualifications and experience of staff*. Proof of qualification through a certified copy and CV for each person must be submitted with this schedule. • The tenderer must provide only one specific person per key position. The same person may not be used for more than one position. • The Project Manager listed below shall assume the responsibilities of The Contractor's Representative. • The Project Manager shall be employed full-time on this project. • Key personnel may not be replaced during the tender process. Should it become necessary to replace any of the key personnel listed below after contract award, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the prior written approval of the Employer. • **<u>Qualifications from international institutions shall be SAQA approved.</u>**	
	Senior Technician	**Max 10**
	Qualification	**Max 4**
	➢ Lower than NQF 6 in ICT Infrastructure	**0**
	➢ NQF 6 in ICT Infrastructure	**2**
	➢ NQF 7 (or higher) in ICT Infrastructure	**4**
	Experience	**Max 6**
	➢ Less than and up to 3 years accumulated experience specifically as a senior technician in Intelligent Transport Systems (ITS) or ICT related projects.	**0**
	➢ More than 3 years' up to 5 years accumulated experience specifically as a senior technician in Intelligent Transport Systems (ITS) or ICT related projects	**4**
	➢ More than 5 years accumulated experience specifically as a senior technician in Intelligent Transport Systems (ITS) or ICT related projects.	**6**
	Solutions Architect	**Max 10**
	Qualification	**Max 4**
	➢ Lower than NQF 7 in ICT related discipline.	**0**

	➢ NQF 7 in ICT related discipline.	**2**
	➢ NQF 8 (or higher) in ICT related discipline	**4**
	Experience	**Max 6**
	➢ Less than and up to 5 years accumulated experience specifically as a solutions architect in Intelligent Transport Systems (ITS) or ICT related projects.	**0**
	➢ More than 5 years' up to 10 years accumulated experience specifically as a solutions architect in Intelligent Transport Systems (ITS) or ICT related projects.	**4**
	➢ More than 10 years accumulated experience specifically as a solutions architect in Intelligent Transport Systems (ITS) or ICT related projects.	**6**
	Engineering Professional	**Max 10**
	Qualification	**Max 4**
	➢ Lower than NQF 7 in Engineering	**0**
	➢ NQF 7 in Engineering	**2**
	➢ NQF 8 (or higher) in Engineering	**4**
	Experience	**Max 6**
	➢ Less than and up to 8 years accumulated experience specifically post qualification in Intelligent Transport Systems (ITS) or ICT related projects.	**0**
	➢ More than 8 years' up to 12 years accumulated experience specifically post qualification in Intelligent Transport Systems (ITS) or ICT related projects.	**4**
	➢ More than 12 years accumulated experience specifically post qualification in Intelligent Transport Systems (ITS) or ICT related projects.	**6**
	Senior Project Manager	**Max 10**
	Qualification	**Max 4**
	➢ Lower than NQF 6 in Project Management	**0**
	➢ Certificate in Project Management	**2**
	➢ NQF 6 in Project Management	**3**
	➢ NQF 7 (or higher) in Project Management	**4**
	Experience	**Max 6**
	➢ Less than and up to 5 years accumulated work experience post qualification as a project manager in Intelligent Transport Systems (ITS) or ICT related projects	**0**
	➢ More than 5 years' up to 10 years accumulated work experience post qualification as a project manager in Intelligent Transport Systems (ITS) or ICT related projects	**3**
	➢ More than 10 years accumulated work experience post qualification as a project manager in Intelligent Transport Systems (ITS) or ICT related projects	**6**
	Senior Software Developer	**Max 10**
	Qualification	**Max 4**
	➢ Lower than NQF 7 in Comprehensive Programming, Information Technology or Commerce Information Systems	**0**
	➢ NQF 7 in Comprehensive Programming, Information Technology or Commerce Information Systems	**2**
	➢ NQF 8 (or higher) in Comprehensive Programming, Information Technology or Commerce Information Systems	**4**
	Experience	**Max 6**

	➢ Less than and up to 3 years accumulated experience post qualification specifically as a senior software developer.	**0**
	➢ More than 3 years' up to 5 years accumulated experience post qualification specifically as a senior software developer.	**3**
	➢ More than 5 years accumulated experience post qualification specifically as a senior software developer.	**6**
	Senior CyberSecurity Professional	**Max 10**
	Qualification	**Max 4**
	➢ Lower than NQF 7 in Information and Communication Technology	**0**
	➢ NQF 7 (or higher) in Information and Communication Technology	**2**
	➢ NQF 7 (or higher) in Information and Communication Technology + Fortinet Certification	**4**
	Experience	**Max 6**
	➢ Less than and up to 3 years accumulated experience post qualification specifically as a senior cybersecurity professional.	**0**
	➢ More than 3 years' up to 5 years accumulated experience post qualification specifically as a senior cybersecurity professional.	**3**
	➢ More than 5 years accumulated experience post qualification specifically as a senior cybersecurity professional	**6**
	Maximum possible score	**60**

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Preferential procurement is not applicable to this tender.

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

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

2.2.12.8 By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT’s other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.2.22 Collection and issuing of tender documents

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

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

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

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

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 38S/2026/27

TENDER DESCRIPTION: Technologies for the Enablement of Smart Transportation in Cape Town

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other:

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 38S/2026/27: TECHNOLOGIES FOR THE ENABLEMENT OF SMART TRANSPORTATION IN CAPE TOWN

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

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the **Price Schedule.**

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

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

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

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

TENDER 38S/2026/27: TECHNOLOGIES FOR THE ENABLEMENT OF SMART TRANSPORTATION IN CAPE TOWN

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

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

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

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

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

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

__________________________ For and on behalf of the City of Cape Town (Duly Authorised) Name and Surname:	__________________ Witness 1 Signature Name and Surname:
	_________________ Witness 2 Signature Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 38S/2026/27: TECHNOLOGIES FOR THE ENABLEMENT OF SMART TRANSPORTATION IN CAPE TOWN

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

Notes:

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

1 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

2 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

3 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

4 Subject . . . .

Details . . . .

. . . .

. . . .

. . . .

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

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

TENDER 38S/2026/27: TECHNOLOGIES FOR THE ENABLEMENT OF SMART TRANSPORTATION IN CAPE TOWN

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

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

The.. (Day)

Of.. (Month)

20........... (year)

At.. (Place)

For the Supplier: Signature(s) . . . .
Name(s) . . . .
Capacity . . . .
Signature and name of witness:

Signature . . . . Name . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……………………....................………………………………….............………………………… ,
(Supplier/Mandatary/Company/CC Name)

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

I, ………………………………….....…………………………...............…………………………., representing

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

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

COID ACT Registration Number: ……………………………………………………………………………..

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

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

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

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

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

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

______________________ ____________________

Witness **Mandatary**

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

______________________ ____________________

Witness for and on behalf of CCT

C.4 PRICE SCHEDULE

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

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

4.0 Preliminary and General Items

This schedule is for the Contractor to meet all his preliminary and general obligations.

SCHEDULE A0: PRELIMINARY AND GENERAL ITEMS

The Rates shall be fully inclusive to cover all costs to meet the general obligations related to the Contract. No separate payment will be made for travel, fuel, human resources, taxes, communications costs.

Item	Spec Ref	Description	Unit	Unit Rate R-c
A.0		**Preliminary and General Items**		
A.0.1	C.6.7	Performance Guarantee	Month	
A.0.2	C.6.11	Insurance	Month	
A.0.3	C.3	Health and Safety Obligations	Month	
A.0.4		Project, Contract and Account Management	Month	

4.1 Schedule A – Support, Maintenance and Expansion of existing and/or new Physical Infrastructure

This schedule is for the supply of new physical infrastructure hardware & software and the maintenance and support of new/existing physical infrastructure as identified by the employer, as well as the labour required for the setup, configuration and maintenance of the installations. For interoperability and warranty reasons the vendor must be able to supply equipment modules, spares and components that fully integrate with the existing system.

SCHEDULE A1: PHYSICAL SECURITY

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response**. This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.1	**5.5.1**	**Physical Security**			
A.1.1		**CCTV Systems**			
A.1.1.1		Network Video Recorder-minimum 48TB		No	
A.1.1.2		360 degree outdoor camera		No	
A.1.1.3		Outdoor bullet camera 2MP		No	
A.1.1.4		Outdoor bullet camera 4MP		No	
A.1.1.5		Outdoor bullet camera 6MP		No	
A.1.1.6		Outdoor bullet camera 8MP		No	
A.1.1.7		Outdoor camera with on-device Licence Plate Recognition functionality		No	
A.1.1.8		PTZ camera		No	
A.1.1.9		Standard Channel license including integration into existing back-end software		No	
A.1.1.10		Enterprise Channel license including integration into existing back-end software		No	
A.1.1.10		Channel license including LPR and integration into existing back-end software		No	
A.1.1.11		Incident Detection license including integration into existing back-end software		No	

A.1.1.12		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	

A1.2 Access Control Systems

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.1.2	5.5.1	**Access Control Systems**			
A1.2.1		System Controller		No	
A1.2.2		RFID Keypad and Reader		No	
A1.2.3		RFID tag		No	
A1.2.4		Remote Access or Panic button		No	
A1.2.5		No-touch pushbutton		No	
A1.2.6		Magnetic locks with bracket		No	
A1.2.7		Green Breakglass		No	
A1.2.8		Door Monitors		No	
A1.2.9		Tamper Detector		No	
A1.2.10		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	

A1.3 Building Hardware

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.1.3	5.5.1	**Building Hardware**			
A1.3.1		High Security Fence panel		No	
A1.3.2		Fence Post		No	
A1.3.3		Airconditioning Cage		No	
A1.3.4		Class B Fire Rated Door 900x2032		No	
A1.3.5		Class B Fire Rated Door 1511 x 2032		No	
A1.3.6		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	

A1.4 Life Safety Systems

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.1.4	5.5.1	**Life Safety**			
A1.4.1		Li-Ion battery electrolyte solvent vapour detector		No	
A1.4.2		Heat Detector		No	
A1.4.3		Smoke Detector		No	
A1.4.4		Control panel		No	
A1.4.5		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	

A1.5 Environmental control

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.1.5	5.5.1	**Environmental Control**			
A1.4.1		24000 BTU Ductless Mini Split System		No	
A1.4.2		9000 BTU Ductless Mini Split system		No	
A1.4.3		Duty Rotation Panel		No	
A1.4.5		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	

SCHEDULE A2: SENSORS AND ASSOCIATED SOFTWARE

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

A2.1 Sensors and Associated software

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.2	**5.5.2**	**Sensors And Associated Software**			
A.2.1		**Ethernet/LoRa/WiFi sensors, gateways and ancillaries**			
A.2.1.1		Door/Tamper Sensors LoRaWAN compatible		No	
A.2.1.2		Fire/Smoke sensor LoRaWAN compatible		No	
A.2.1.3		Light Sensor LoRaWAN compatible		No	
A.2.1.4		Parking Sensor LoRaWAN compatible		No	
A.2.1.5		Water Level Sensor LoRaWAN compatible		No	
A.2.1.6		Benzine Sensor LoRaWAN compatible		No	
A.2.1.7		Transceiver with LoRa modulation		No	
A.2.1.8		Wind Vane		No	
A.2.1.9		Temperature, Humidity and Pressure Probe		No	
A.2.1.10		Carbon Monoxide (CO) Gas sensor probe		No	
A.2.1.11		Molecular Oxygen (O2) Gas Sensor probe		No	
A.2.1.12		Ozone (O3) Gas Sensor probe		No	
A.2.1.13		Nitric Oxide (NO) Gas Sensor Probe for high concentrations		No	
A.2.1.14		Sulfur Dioxide (SO2) Gas Sensor probe		No	
A2.1.15		Multi Detector		No	
A2.1.16		Audio Detector		No	
A.2.1.17		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: …............................... ...	%	

A.2.2 Firearm discharge sensors, Audio Analytic software, and ancillaries

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.2.2	5.5.2	**Audio Analytical Sensors, Software, and ancillaries**			
A.2.2.1		Audio Analytical Indoor Sensor		No	
A.2.2.2		Audio Analytical Outdoor Sensor		No	
A.2.2.3		Audio Analytical Outdoor Sensor – Stand Alone		No	
A.2.2.4		Audio Analytical Processing and Detection Software		No	
A.2.2.5		Gateway		No	
A.2.2.6		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ……………………………	%	

SCHEDULE A3: ASSET TRACKING

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.3	**5.5.3**	**Asset Tracking**			
A.3.1		**RFID tags, hardware, software and ancillaries**			
A.3.1.1		RFID tags		No	
A.3.1.2		Tag tracking hardware per site		No	
A.3.1.3		Tag tracking software per site		No	
A.3.1.4		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ………………………………	%	
A.3.2		**Multi-purpose handheld scanner for RFID**			
A.3.2.1		Handheld scanner		No	
A.3.2.2		Percentage markup on OEM prices for equipment not listed above	Specify: ………………………………	%	
A.3.3		**Static RFID Reader for Entry Points**			
A.3.3.1		Static UHF RFID reader		No	
A.3.3.2		Percentage markup on OEM prices for equipment not listed above	Specify: ………………………………	%	

SCHEDULE A4: SMART TECHNOLOGIES TERMINAL (STT)

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

A4 STT Terminals

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.4	**5.5.4**	**STT Terminals**			
A.4.1		**Smart Technologies portable terminal**			
A.4.1.1		Portable Terminal inclusive of all hardware, software and cabling		No	
A.4.1.2		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	
A.4.2		**Smart Technologies desktop terminal**			
A.4.2.1		Desktop terminal inclusive of all hardware, software and cabling		No	
A.4.2.2		24 inch monitor		No	
A.4.2.3		34 inch monitor		No	
A.4.2.4		43 inch monitor		No	
A.4.2.5		65 inch monitor		No	
A.4.2.6		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….................................	%	

SCHEDULE A5: PROFESSIONAL DISPLAYS

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response**. This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.5	**5.5.5**	**Professional Displays**			
A.5.1		**Indoor large format displays and ancillaries**			
A.5.1.1		55 inch display		No	
A.5.1.2		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….............................	%	
A.5.2		**Outdoor LED digital displays and ancillaries**			
A.5.2.1		Percentage markup on OEM price	Specify: ….............................	%	
A.5.3		**Video wall displays and ancillaries**			
A.5.3.1		55 inch video wall compatibly with existing back-end software		No	
A.5.3.2		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….............................	%	
A.5.4		**Video & Audio Encoder/Decoder**			
A.5.4.1		Percentage markup on OEM/distributor price	Specify: ….............................	%	
A.5.5		**Digital signage**			
A.5.5.1		Percentage markup on OEM/distributor price	Specify: ….............................	%	
A.5.6		**Interactive displays**			
A.5.6.1		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ….............................	%	

SCHEDULE A6: BACKUP POWER

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
A.6	**5.5.6**	**Backup Power**			
A.6.1		**Single and three phase uninterruptible power supply, including batteries, cabinets, isolators, circuit breakers and ancillary.**			
A.6.1.1		3kVA rack-mountable UPS		No	
A.6.1.2		6kVA rack-mountable UPS		No	
A.6.1.3		2kVA tower UPS		No	
A.6.1.4		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ………………………	%	
A.6.2		**Single and three phase generators, including circuit breaker, panels and ancillaries**			
A.6.2.1		Single Phase Generator			
A.6.2.2		3 Phase Generator			
A.6.2.3		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ………………………	%	
A.6.3		**Gel, lead acid and lithium iron batteries including cabinet, links and ancillaries**			
A.6.3.1		Gel Batteries			
A.6.3.2		Lead Acid Batteries			
A.6.3.3		Lithium Iron Batteries (LiFePO4)			
A.6.3.1		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ………………………	%	
A.6.4		**Inverter and ancillaries**			
A.6.4.1		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: ………………………	%	

A.6.5		**Solar Panels, chargers and ancillaries**			
A.6.5.1		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: …..........................	%	
A.6.6		**Capacitor based batteries and ancillaries.**			
A.6.6.1		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: …..........................	%	
A.6.7		**Solid State Graphene based batteries and ancillaries.**			
A.6.7.1		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: …..........................	%	

SCHEDULE A7: LABOUR RATES

The award for this schedule will be for services to be delivered by the Contractor to install, support or maintain the physical infrastructure (Schedule A). No overtime or standby rates will be paid by the City. The Tenderer shall indicate hourly rates that will be applicable for year one of this tender, with CPI applicable in terms of Clause 17.4 of the Special Conditions of Contract to the remainder of the contract period. **(Price in Rand excluding VAT)**

Item	Spec Ref	Description	Unit	Unit Rate
A.7	**5.6**	**Labour Rates**		
A.7.1		Junior Technician	per hour	
A.7.2		Senior Technician	per hour	
A.7.3		Junior Engineer	per hour	
A.7.4		Senior Engineer	per hour	
A.7.5		Solutions Architect	per hour	
A.7.6		Professional Engineer (Pr Eng)	per hour	
A.7.7		Program Manager	per hour	
A.7.8		Junior Project Manager	per hour	
A.7.9		Senior Project Manager	per hour	
A.7.10		Un-armed security escort	per hour	
A.7.11		Armed security escort	per hour	

4.2 Schedule B – Digital Infrastructure

This schedule is for the supply of new digital infrastructure hardware & software and the maintenance and support of new/existing digital infrastructure as identified by the Employer, as well as the labour required for the setup, configuration and maintenance of the installations. For interoperability and warranty reasons the vendor must be able to supply equipment modules, spares and components that fully integrate with the existing system.

SCHEDULE B1: NETWORK EQUIPMENT

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
B.1	**5.5.7**	**Network Equipment**			
B.1.1		**Routers, switches, AP's, controllers, software and ancillaries.**			
B.1.1.1		WiFi Access Point		No	
B.1.1.2		Router		No	
B.1.1.3		24 port layer 3 managed switch		No	
B.1.1.4		48 port layer 3 managed switch		No	
B.1.1.5		24 port layer 2 switch		No	
B.1.1.6		48 port layer 2 switch		No	
B.1.1.7		Percentage markup on OEM/distributor prices for equipment not listed above	Specify: …...................................	%	
B.1.2		**LoRa (Low Power Long Range) Gateway hardware, software and ancillaries**			
B.1.2.1		Gateway LoRa protocol		No	
B.1.2.2		Percentage markup on OEM/distributor price	Specify: …...................................	%	
B.1.3		**LoRa Network Server**			
B.1.3.1		Percentage markup on OEM/distributor price	Specify: …...................................	%	

SCHEDULE B2: COMPUTE AND STORAGE SOLUTIONS

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
B.2	**5.5.8**	**Compute And Storage Solutions**			
B.2.1		**Physical Servers**			
B.2.1.1		Percentage markup on OEM/distributor price	Specify: …..................................	%	
B.2.2		**Virtual Machine Monitor Hypervisor or Equivalent**			
B.2.2.1		Percentage markup on OEM/distributor price	Specify: …..................................	%	
B.2.3		**Hyper converged Infrastructure (HCI)**			
B.2.3.1		Percentage markup on OEM/distributor price	Specify: …..................................	%	
B.2.4		**Infrastructure as a Service (IaaS)**			
B.2.4.1		Percentage markup on OEM/distributor price	Specify: …..................................	%	
B.2.5		**Platform as a Service (PaaS)**			
B.2.5.1		Percentage markup on OEM/distributor price	Specify: …..................................	%	
B.2.6		**Software as a Service (SaaS)**			
B.2.6.1		Percentage markup on OEM/distributor price	Specify: …..................................	%	

SCHEDULE B3: S E C U R I T Y

The percentages mark-up indicated in this schedule will be used in conjunction with the various supplier price lists to be supplied by the Tenderer for evaluation, and also after award to calculate the relevant project pricing on a per project basis. The Tenderer shall supply copies of all relevant supplier price lists, in Rand excluding VAT, for items listed in the pricing scenarios for evaluation purposes. Tenderers must include such price lists in their tender response in **Schedule F.13: Information to be provided with the tender response.** This schedule is only for the supply of equipment – installations and maintenance labour rates are priced in a different schedule.

Item	Spec Ref	Description	OEM/Distributor	Unit	% Markup
B.3	**5.5.9**	**Security**			
B.3.1		**Next Generation Firewall (NGFW)**			
B.3.1.1		Percentage markup on OEM/distributor price	Specify: ….................................	%	
B.3.2		**Operational Technology Security**			
B.3.2.1		Percentage markup on OEM/distributor price	Specify: ….................................	%	
B.3.3		**Web Application Firewall**			
B.3.3.1		Percentage markup on OEM/distributor price	Specify: ….................................	%	
B.3.4		**STT endpoint protection**			
B.3.4.1		Percentage markup on OEM/distributor price	Specify: ….................................	%	

SCHEDULE B4: LABOUR RATES

The award for this schedule will be for services to be delivered by the Contractor to install, support or maintain the digital infrastructure (Schedule B). No overtime or standby rates will be paid by the City. The Tenderer shall indicate hourly rates that will be applicable for year one of this tender, with CPI applicable in terms of Clause 17.4 of the Special Conditions of Contract to the remainder of the contract period. **(Price in Rand excluding VAT)**

Item	Spec Ref	Description	Unit	Unit Rate- From date of commencement to 30 June 2030
B.4	**5.6**	**Labour Rates**		
B4.1		Junior Technician	per hour	
B4.2		Senior Technician	per hour	
B4.3		Junior Engineer	per hour	
B4.4		Senior Engineer	per hour	
B4.5		Junior Network Engineer	per hour	
B4.6		Senior Network Engineer	per hour	
B4.7		Program Manager	per hour	
B4.8		Junior Project Manager	per hour	
B4.9		Senior Project Manager	per hour	
B4.10		Solutions Architect	per hour	
B4.11		Security Engineer	Per hour	
B4.12		Cyber security Engineer	Per hour	
B4.13		Senior Security Engineer	Per hour	

4.3 Schedule C – Application Infrastructure

This schedule is for the supply of new application infrastructure software, development and the maintenance and support of new/existing applications as identified by the Employer, as well as the labour required for the setup, configuration and maintenance of the application landscape.

SCHEDULE C: LABOUR RATES

The award for this schedule will be for services to be delivered by the Contractor to develop, support or maintain the application(s) (Schedule C). No overtime or standby rates will be paid by the City. The Tenderer shall indicate hourly rates that will be applicable for year one of this tender, with CPI applicable in terms of Clause 17.4 of the Special Conditions of Contract to the remainder of the contract period. **(Price in Rand excluding VAT)**

Item	Spec Ref	Description	Unit	Unit Rate
C.1	**5.6**	**Labour Rates**		
C.1.1		Junior Software Developer	per hour	
C.1.2		Senior Software Developer	per hour	
C.1.3		Junior BI developer	per hour	
C.1.4		Senior BI Developer	per hour	
C.1.5		Junior Applications Project Manager	per hour	
C.1.6		Senior Applications Project Manager	per hour	
C.1.7		Applications Program Manager	per hour	
C.1.8		Scrum Master	per hour	
C.1.9		Product Owner	per hour	
C.1.10		Junior Data Analyst	per hour	
C.1.11		Senior Data Analyst	per hour	
C.1.12		Data Scientist	per hour	
C.1.13		System Analyst	per hour	
C.1.14		Junior System Administrator	per hour	
C.1.15		Senior System Administrator	per hour	
C.1.16		Junior Mobile Developer	per hour	
C.1.17		Senior Mobile Developer	per hour	
C.1.18		Application Solution Architect	per hour	
C.1.19		Junior SAP developer	per hour	
C.1.20		Senior SAP Developer	per hour	
C.1.21		GIS Technician	per hour	
C.1.22		Senior GIS Technician	per hour	
C.1.23		GIS Analyst	per hour	
C.1.24		Senior GIS Analyst	per hour	
C.1.25		Principal GIS Analyst	per hour	
C.1.26		SQL Database Administrator	per hour	

4.4 Pricing Instructions:

4.5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.

4.5.2 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.

4.5.3 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.

4.5.4 All prices shall be tendered in accordance with the units specified in this schedule.

4.5.5 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.

4.5.6 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 CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

4.5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

5.1 [INTRODUCTION AND BACKGROUND

The population of Cape Town is expected to grow significantly in future. This growth is expected to strain urban infrastructure across all transportation modes. Travelers today, face a range of challenges: heavy traffic, a lack of parking, trip planning complexity, and unsafe cycling and pedestrian conditions. Addressing these challenges requires a range of creative and integrated digital solutions. Smart utilisation of technologies can improve how citizens experience transport infrastructure by promoting safe, secure, more affordable and sustainable mobility choices. This can be achieved through improved traveller information, traveller security, intermodal connections, and new modes of transportation that connect people to destinations.

Providing such advanced transport solutions are pivotal to the future success of Cape Town as a working city and for that reason the City seeks to appoint vendors that will be responsible for the design, supply, implementation, support and maintenance of the technical infrastructure and solutions for the Transport Smart Technologies System

5.2 PROJECT DESCRIPTION

The Smart Technologies for Transport Information System is a centralised system which integrates data feeds from a plethora of Operational Technology systems as well as a variety of data generation and data collection technologies distributed across the Cape Town Metropolitan Area. These datasets are housed within the Transport Data Warehouse which serves as **an Urban Mobility Data Integration Hub** - A central hub for collecting and interpreting data from connected transportation-related devices and equipment, streamlining the transformation of vast data streams into valuable insights. It enhances operational processes and increases system responsiveness, making it crucial for effective data-driven decision-making in the transportation environment.

The back-end infrastructure of the Smart Technologies for Transport Information System is housed in the Transport Management Centre.

The system must be capable of interfacing with an external database server which has been optimised for database performance and is easily backed up, maintained and supported by existing IT personnel. The system should be capable of having multiple instances or interfacing to multiple databases for each of the City's sites. All solutions developed for the City shall adhere to the IT Architecture Guide for Tender Processes, contained in Annexure G.

This contract is intended to establish rates and authority for the issuing and implementation of various projects for the expansion of coverage of smart technologies, continued maintenance and upgrade of the system, as well as development of new functionality.

The scope, cost and timelines for each implementation or maintenance project will be agreed between the successful tenderer and the client on a case-by-case basis and facilitated through this contract.

5.3 SCOPE OF SPECIFICATION

5.3.1 Project Areas

The Urban Mobility Directorate has prioritised several facilities as focus areas. These include, but are not limited to, Public Transport Interchanges, Taxi Ranks, and the Transport Management Centre (TMC) where technology solutions have already been shown to provide noteworthy value to commuters and transport operations alike. Current implementations provide safety and security, environmental monitoring, traffic optimization, citizen connectivity as well as commuter insights solutions. Technology that has been deployed at these sites are referred to Transportation Data Integration Hub / technology hub which is considered a central hub for collecting and interpreting data from connected transportation related devices and equipment, streamlining the transformation of vast data streams into valuable insights. It enhances operational processes and increases system responsiveness, making it crucial for effective data-driven decision-making in the transportation environment. The locality plan is included below.

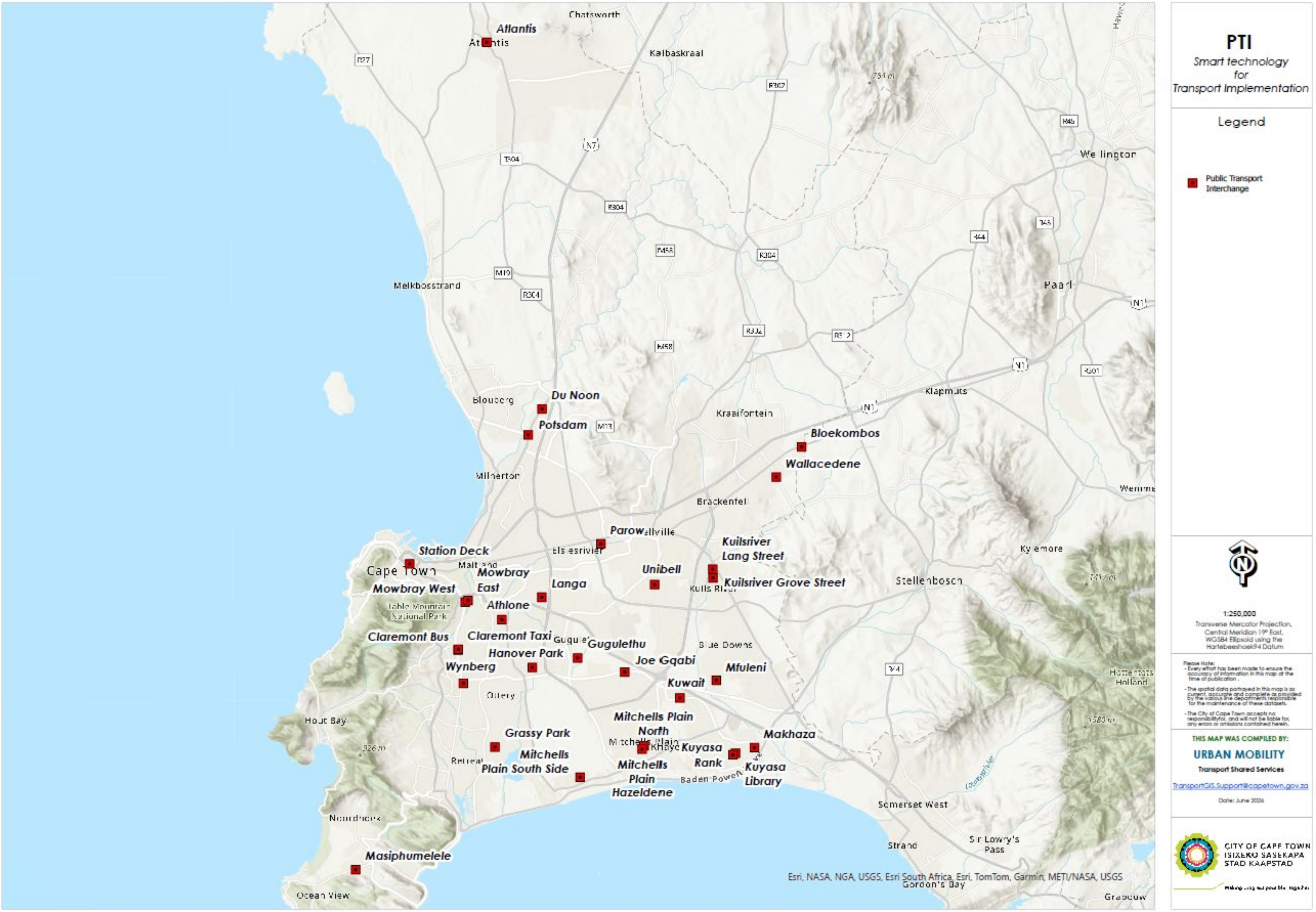

Figure 1: Locality map of STT implementation.

The aim of this tender is to build on these successes, by increasing the value to both commuters as well as transport operations through the implementation of integrated, smart digital solutions.

The below list is where Smart Technologies for Transport are currently deployed:

- Transport Management Centre
- Joe Gqabi PTI
- Cape Town Station Deck PTI
- Bellville PTI
- Mitchell's Plain PTI
- Kuwait PTI
- Claremont PTI
- Wynberg PTI
- Khuyasa PTI
- Grassy Park PTI
- Potsdam PTI
- Mowbray PTI
- Unibell PTI
- Fish Hoek PTI
- Somerset West PTI
- Mfuleni PTI
- Makhaza PTI
- All MyCiTi Stations

5.3.2 Integrated Solutions

Although some solutions sets might be stand-alone due to specific requirements, preference will in all cases be given to integrated solutions that provide outcomes through leveraging the value of advanced insights. Integration of all solution elements will be required, from IoT Sensors, CCTV, control systems to enterprise city platforms.

5.3.3 Rates

The technologies available for these purposes are constantly undergoing improvement, and so any particular specification is likely to quickly be out of date. This tender therefore requires respondents to offer equipment across a range of categories, which can be specified in detail on a case-by-case, per project basis. However, the following minimum specifications shall apply to all projects:

- Pricing Schedule A: Physical Infrastructure
- Pricing Schedule B: Digital Infrastructure
- Pricing Schedule C: Application Infrastructure

5.3.4 Minimum Order Quantities

Minimum order quantities are not guaranteed and the unit pricing and mark-up indicated in the pricing schedules will be used on a per project basis to determine order quantities.

5.3.5 Performance Management Agreement (PMA)

The successful tenderer shall adhere to and be measured against the specified criteria in the Performance Management Agreement when performing installation projects, and support, maintenance and emergency repair related duties. Failure to adhere to the timelines stipulated in the Performance Management Agreement may result in the application of penalties as specified in the Special Conditions of Contract.

5.3.6 Account management

The Contractor shall make available at least one sales account manager to service the City's account, based at the office location as above. This person will be responsible for overall management of the account as well as for the generation of specifications and quotes.

5.4 SUB-PROJECTS

Since each site where such an installation is to be made will vary in terms of location, scale, security level requirements and other variables, it is not possible in this tender to specify in detail a range of equipment, materials and services that will meet every situation.

5.4.1 Project Quotations

The detailed scope of each installation will be defined by the Employer, together with the contractor, on a per project basis, following which the successful tenderer will provide a quotation based upon the equipment and material categories and unit rates as completed in the pricing schedules. The prices to be charged, at the agreed mark up, must be verified by providing copies of all relevant supplier pricelists, quotations and other supporting documentation. The supplier price lists provided shall reflect the tenderer’s cost price as well as the recommended retail and supplier discount. A letter from the OEM supplier confirming the Tenderer’s discount structure shall be submitted as part of the supporting documentation. The prices charged by the successful Tenderer will be based on these costs, plus the mark up as completed in the pricing schedules.

5.4.2 Quotation and project timelines

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

5.4.3 Support and Maintenance

This specification also provides for the provision of support and maintenance services for the Urban Mobility Directorate until the end of this contract. All support and maintenance services will be on request from the Employer and will be quoted prior to commencement in terms of the hourly rates and item rates as specified in the pricing schedule (supported by copies of all relevant supplier pricelists as supporting documentation), with the exception of emergency repairs as below. The prices charged by the tenderer will be based on these costs plus the mark up, and the hourly labour rates, as completed in the pricing schedules.

The cost of emergency repairs, including call outs to site, will be paid based on the time spent resolving the problem and the hourly rates tendered, for which the contractor shall submit copies of signed-off job cards as supporting documentation for the claim. Emergency Repairs will only be requested by the Employer, and provided by the Contractor, if included in a Support & Maintenance Program has been agreed covering the relevant site or system. All such Support & Maintenance Programs will be remunerated using the unit prices and hourly rates tendered, which may include an Emergency Repair Call Out Charge. If a Support & Maintenance Program includes an Emergency Repair service, then the Contractor may change a monthly stand-by fee, at the rate tendered in the relevant schedule.

The delivery of all support, maintenance and emergency repair services will be measured against the Performance Management Agreement.

Notification of a callout for an emergency maintenance incident will be by email, unless a different method of notifications are mutually agreed and formally recorded during the course of the contract.

5.5 FUNCTIONAL EQUIPMENT SPECIFICATIONS

The following are functional specifications of the Smart Transport Technology sub-systems.

5.5.1 Physical Security (Schedule A1)

5.5.1.1 CCTV Cameras, NVR’s Software and ancillaries

The Urban Mobility Directorate operates a wide range of buildings, depots, ranks, public transport interchanges, and other facilities across the Cape Town metropolitan area, all of which require CCTV systems to ensure the safety of staff, assets, and the public. Avigilon CCTV systems have already been installed at several locations, with most integrated into video analytics.

This tender outline the expansion of the current CCTV system at various depots and facilities. All new devices supplied under this project must be fully compatible with the existing backend infrastructure.

Device	Requirements
Camera: 360 degree outdoor	Sensors: 4 for 360 degree recording; Resolution: minimum 15360 x 2160 (per sensor) Dynamic Range: 100 dB, true WDR, dual exposure; Image rate (50Hz): 8 fps Video Compression: H.265 Network: Gigabit Ethernet via RJ-45; API: ONVIF compliant; Protocols: IPv4, IPv6, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP, DHCP, Zeroconf, ARP, SNMP v2c, SNMP v3. Lens: minimum 4mm. Analytics: on device. Minimum functionality: Loitering alerts.
Camera: outdoor bullet	Sensors: 1/1.8” COMS; Resolution: minimum 3200x1800 pixels Dynamic Range: 120 dB WDR; Image rate (50Hz): 25 fps Image Compression: H.264 HDSM SmartCodec, H.265 HDSM SmartCodec; Network: 100Base-Tx via RJ-45; API: ONVIF version 2.00 compliant; Protocols IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP, SNMP v2c, SNMP v3; Lens: minimum 4.9-8mm; IR: minimum high power 850 nm LEDs. Environmental Certifications: UL/CSA/IEC 60950-22, IEC 60529 IP66 and IP67 Weather Rating, IEC 62262 IK10 Impact Rating. Analytics: on device. Minimum functionality: Loitering alerts.
Camera: LPR	On-board ALPR processing Varifocal cameras IP67-rated enclosure Built-in Illumination High-resolution ALPR and context cameras as well as integrated illumination and onboard processing. 1280 x 960 progressive scan at 30 fps, monochrome LPR camera 1280 x 960 progressive scan at 15 fps video streaming, color context camera Long Range: 18 - 35 meters Power over Ethernet plus (PoE+) connectivity
Camera: PTZ	Sensors: WDR 1/2.8” COMS; Resolution: minimum 1920x1080 pixels Dynamic Range: 120+ dB;

	Image rate (50Hz): 25 fps Image Compression: H.264, HDSM SmartCodec; Network: 100Base-Tx via RJ-45; API: ONVIF compliant; Protocols: IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP, DHCP, Zeroconf, ARP, LLDP, SNMP v2c, SNMP v3; Lens: minimum 4.3-129mm; Optical Zoom: 30x; IR: 250m at 0 lux; Environmental Certifications: IK10 Impact Rating, IEC 60529 IP66 Rating, UL/CSA/IEC 60950-22.
Body Worn Camera	Lens Capture Angle 120° horizontal, 65° vertical, 140° diagonal Video Recording: 1080P Min H.264 format. Resolution 1920 x 1080 p, 1280 x 720 p and 640 x 360 p, Frame Rate 25 or 30 frames per second Audio: Built In microphone Storage: 64GB NDAA Compliant AES Encryption Ingress Protection IP67 Environmental Temperature Operating: -20ºC to +50ºC Wi-Fi Specifications 802.11 a/b/g/n (2.4GHz & 5GHz) Wi-Fi Security WPA2-PSK
NVR	Network Connection: 1GbE with at least 4 RJ-45 connections; Recording Rate: 700 Mbps (250Mbps per connection); Playback Rate: 450 Mbps (while recording); Storage: 48TB Effective in RAID6; Memory: 16 GB DDR4; Form: 2U Rack Mount; Power Efficiency: 80 Plus Platinum, Energy Star 2.0; Warranty: 5-year 'Next Business Day'.
Channel License	Standard Channel license including integration into existing back-end software
Channel Licence including LPR	Channel licence including LPR and integration into existing back-end software

5.5.1.2 Access panels, readers, software and ancillaries

The Urban Mobility directorate has numerous public transport interchanges that have access control systems installed to control the movement and number of taxis at these facilities. An integrated Access Control System utilizing a combination of readers, panels, RFID tags, etc. has been installed at these facilities. It is the intention of the Urban Mobility Directorate to expand this solution to other facilities. This tender provides for the maintenance and expansion of the existing system at these facilities. All new devices supplied under this project must be compatible with the existing back-end.

The Urban Mobility Directorate has implemented several technology hubs across various public transport interchanges, ranks and depots. These hubs require an integrated access and alarm control system that leverages a combination of technologies such as readers, panels, RFID tags, and mobile phones, among others.

The Urban Mobility Directorate aims to expand this solution to other facilities, and this tender outlines the maintenance and expansion of the existing systems. Any new devices introduced through this process must be fully compatible with the current backend infrastructure.
The system must seamlessly integrate with the existing Avigilon CCTV system to trigger and record corresponding camera footage in the event of unauthorized door openings or tampering incidents.
All events, alarms, and control functionalities must be accessible via both centralized workstations and mobile devices.

Tamper and door-opening sensors will be installed on critical doors and valuable assets within the transport technology hubs, ensuring these items are monitored for unauthorized removal or theft. In the event of such unauthorized activity, the system will automatically report the incident to the centralized control workstation.

In addition to central monitoring, all alarms and events must be accessible through mobile or tablet applications, providing flexibility and real-time control.

The system must also support a wide variety of wired and wireless panic buttons, which, when pressed, will immediately alert the centralized control workstations.

Device	Requirements
Door Controller	Biometric, Access card, Contactless and Mobile Device Support
New - System Controller	Keypad, Access card, Contactless and Mobile Device Support Multiple Reader Technology Support Data Encryption at Rest Must support LAN, WAN and LTE communication
No-touch push button	Supply voltage: 12VDC Maximum current: 3A / 125-250VAC Applicable temperature: -20 ℃ ～ + 55 ℃ Applicable humidity: 0-95% Induction distance: 5-15CM (adjustable)
RFID Keypad and Reader	Support Pin and tags High frequency contactless cards and key fobs with DESFire and ISO14443-A technologies.
RFID Tag	Passive RFID Tags and Active RFID UHF Transponder Tags ISO 14443-A
Remote Access and Panic buttons	Applicable temperature: From -10°C to 40°C Applicable humidity: 0-75% IP55
Door Monitors	Wired and Wireless contacts to be supported Must have tamper alarm Wireless Up to 5 years battery life Applicable temperature: From -10°C to 40°C Applicable humidity: 0-75%
Tamper Detectors	Wired and Wireless contacts to be supported. Accelerators or magnetic contacts Wireless Up to 5 years battery life Applicable temperature: From -10°C to 40°C Applicable humidity: 0-75%

5.5.2 Sensors And Associated Software (Schedule A2)

5.5.2.1 Ethernet/LoRa/WiFi sensors, gateways and ancillaries

The Urban Mobility Directorate has deployed various types of sensors including parking sensors at the TMC and the various taxi rank and PTI's, these include environmental and weather sensors, fire and heat sensors, light quality sensors, and equipment door tampering sensors. It is the intention of the Urban Mobility Directorate to expand the solution to other facilities and the tender provides for the procurement, maintenance and expansion of the solution to other facilities. All new devices supplied under this project must be compatible with the existing back-end.

Device	Requirements
Door Tamper Sensor	Double balanced auxiliary input; Temperature range -10°C < .. < +55° C with typical accuracy tolerance +/- 0.3°C; Humidity range 0 < RH < 100%; Low power consumption; Buzzer for low battery indication; Tamper alarm; LoRa TM long range 868MHz and 915MHz radio module; LoRAWAN v1.0.2 class A compliant;

Device	Requirements
	Programmable Alive signal; Cover activated tamper; Three operational programmable modes based on openingband/or timing thresholds; Signal transmitted at every reed switch opening; Signal transmitted once a programmed reed switch opening threshold is reached; Signal transmitted once a programmed reed switch opening number threshold, when timing threshold is reached, when one or two T thresholds are reached or when one or two RH thresholds are reached.
Fire/Smoke Sensor	SX1276 wireless communication module or equivalent; LoRaWAN Class A compatible; Frequency Hopping Spread Spectrum (FHSS); Configuration parameters can be configured through a third-party software platform; Applicable to third-party platforms: Actility / ThingPark, TTN, MyDevices / Cayenne.
Light Sensor	LoRaWAN Class A compatible; lluminance detection; Apply SX1276 wireless communication module; Frequency Hopping Spread Spectrum (FHSS); Configuration parameters can be configured through a third-party software platform; Operating Temperature: -20°C to 55°C.
Parking Sensor	LoRaWAN compliant - LoRa 915, 868, 865, or 923 MHz Module; Outputs: 2 states: Occupied or Vacant; Battery Life: Up to seven years depending on configuration and distance from gateway; Battery Type: Lithium-Thionyl Chloride; Installation Position: Center of the parking space ; Operating Temperature: -30°C to +70°C.
Water Level Sensor	Radio: Frequency(MHz) 863-870; Transmit Power (dBm) +14; Receiver Sensibility (dBm) -140; Protocol: LoRaWAN, Class A Configurable for: • Measure Transmission: from 1 minute to 48 hours (by default 24 hours) • Radio transmission period : from 1 minute to 48 hours (by default 24 hours) • Changeable configuration through distant server via downlink • Activation by Personalization (ABP) and Over-The-Air Activation (OTAA) Data encryption: AES128 – no data compression Probe: Piezoelectric probe, deported on a 10m sheathed cable with connection to the sensor through a waterproof cable gland; Probe Pressure: Absolute pressure range 0.8 ... 1.4 - 3.0 bar Probe Accuracy: Less than 3% error between 2 and 4m

Device	Requirements
Benzine Sensor	Radio: Frequency 863-870 MHz; Emitted power 14 dBm; Receiver Sensitivity -140 dBm; Protocol: LoRaWAN, Class A; Measurement periodicity 10mn to 24h; Transmission interval 30mn to 48h; Data compression: Yes by default; can be disabled; Activation method: Activation by Personalization (ABP) or Over-The-Air Activation (OTAA); Data encryption: AES128 Measurements: Temperature Hygrometry CO2 VOC Index Range: 0°C to +55°C; 0% to 100% rH; 0 to 5 000; 0 to 500 Accuracy: 0.2°C between +12°C and +25°C; otherwise ± 0.5°C ± 2% between +12°C and +25°C ± 100ppm ± 5; Resolution 0,1°C 1% 1ppm 1;
	Battery voltage level measured and transmitted regularly (configurable interval) Battery Life: Autonomy (in the range of +12°C to +25°C) 3 years with 1 sensor reading every 10 minutes and 1 radio transmission every hour, measurements being compressed. Alarms: Temperature Min & Max configurable from 0°C to 50°C in 1°C steps; Moisture Min & Max configurable from 0%rH to 100%rH in 1%rH steps; CO2 Min & Max configurable from 0 ppm to 5000 ppm; VOC Index Min & Max configurable from 1 to 500; Alert On unclipping the sensor / wall mounting or when moving.
Wind vane	A basement that turns freely on a platform endowed with a net of eight resistances connected to eight switches that are normally and are closed (one or two) when a magnet in the basement acts on them, which permits us to distinguish up to 16 different positions (the equivalent to a resolution of 22.5º). The equivalent resistance of the wind vane, along with a 10 kΩ resistance, form a voltage divider, powered at 3.3 V through a digital switch controlled by analog inputs. LoRAWAN class A compliant.
Temperature, Humidity and Pressure Probe	LoRAWAN class A compliant. **Temperature sensor** Operational range: -40 ~ +85 ºC Full accuracy range: 0 ~ +65 ºC Accuracy: ±1 ºC (range 0 ºC ~ +65 ºC) Response time: 1.65 seconds (63% response from +30 to +125 °C). Typical consumption: 1 μA measuring **Humidity sensor** Measurement range: 0 ~ 100% of relative humidity (for temperatures < 0 °C and > 60 °C see figure below) Accuracy: < ±3% RH (at 25 ºC, range 20 ~ 80%) Hysteresis: ±1% RH Operating temperature: -40 ~ +85 ºC Response time (63% of step 90% to 0% or 0% to 90%): 1 second Typical consumption: 1.8 μA measuring Maximum consumption: 2.8 μA measuring **Pressure sensor** Measurement range: 30 ~ 110 kPa Operational temperature range: -40 ~ +85 ºC Full accuracy temperature range: 0 ~ +65 ºC Absolute accuracy: ±0.1 kPa (0 ~ 65 ºC) Typical consumption: 2.8 μA measuring Maximum consumption: 4.2 μA measuring

Device	Requirements
Carbon Monoxide (CO) Gas sensor probe	LoRAWAN class A compliant. **Performance Characteristics** Nominal Range: 0 to 500 ppm Maximum Overload: 2000 ppm Long Term Output Drift: < 2% signal/month Response Time (T90): ≤ 30 seconds Sensitivity: 70 ± 15 nA/ppm Accuracy: as good as ±1 ppm* (ideal conditions) **Operation Conditions** Temperature Range: -20 ºC to 50 ºC Operating Humidity: 15 to 90% RH non-condensing Pressure Range: 90 to 110 kPa Storage Temperature: 0 ºC to 20 ºC Expected Operating Life: 5 years in air
Molecular Oxygen (O2) Gas Sensor probe	LoRAWAN class A compliant. **Performance Characteristics** Nominal Range: 0 to 30 Vol.% Maximum Overload: 90 Vol.% Long Term Output Drift: < 2% signal/3 months Response Time (T90): ≤ 30 seconds Sensitivity: 1.66 ± 0.238 nA/ppm Accuracy: as good as ± 0.1 % (ideal conditions) **Operation Conditions** Temperature Range: -20 ºC to 50 ºC Operating Humidity: 5 to 90 % RH non-condensing Pressure Range: 90 to 110 kPa Storage Temperature: 0 ºC to 20 ºC Expected Operating Life: 2 years in air
Ozone (O3) Gas Sensor probe	LoRAWAN class A compliant. **Performance Characteristics** Nominal Range: 0 to 18 ppm Maximum Overload: 50 ppm Long Term sensitivity Drift: -20 to -40% change/year Response Time (T90): ≤ 45 seconds Sensitivity: -200 to -550 nA/ppm Accuracy: as good as ±0.2 ppm* (ideal conditions) High cross-sensitivity with NO2 gas. Correction could be necessary in ambients with NO2. **Operation Conditions** Temperature Range: -20 ºC to 40 ºC Operating Humidity: 15 to 85% RH non-condensing Pressure Range: 80 to 120 kPa Storage Temperature: 3 ºC to 20 ºC Expected Operating Life: > 24 months in air
Nitric Oxide (NO) Gas Sensor Probe for high concentrations	LoRAWAN class A compliant. **Performance Characteristics** Nominal Range: 0 to 250 ppm Maximum Overload: 1000 ppm Long Term Output Drift: < 2% signal/month Response Time (T90): ≤ 30 seconds Sensitivity: 400 ± 80 nA/ppm Accuracy: as good as ±0.5 ppm* (ideal conditions) **Operation Conditions** Temperature Range: -20 ºC to 50 ºC Operating Humidity: 15 to 90% RH non-condensing Pressure Range: 90 to 110 kPa Storage Temperature: 0 ºC to 20 ºC Expected Operating Life: 2 years in air

Device	Requirements
Nitric Dioxide (NO2) Gas Sensor probe	LoRAWAN class A compliant. **Performance Characteristics** Nominal Range: 0 to 20 ppm Maximum Overload: 250 ppm Long Term Output Drift: < 2% signal/month Response Time (T90): ≤ 30 seconds Sensitivity: 600 ± 150 nA/ppm Accuracy: as good as ±0.1 ppm* (ideal conditions) **Operation Conditions** Temperature Range: -20 ºC to 50 ºC Operating Humidity: 15 to 90% RH non-condensing Pressure Range: 90 to 110 kPa Storage Temperature: 0 ºC to 20 ºC Expected Operating Life: 2 years in air
Sulfur Dioxide (SO2) Gas Sensor probe	LoRAWAN class A compliant. **Performance Characteristics** Nominal Range: 0 to 20 ppm Maximum Overload: 150 ppm Long Term Output Drift: < 2% signal/month Response Time (T90): ≤ 45 seconds Sensitivity: 500 ± 150 nA/ppm Accuracy: as good as ±0.1 ppm* (ideal conditions) **Operation Conditions** Temperature Range: -20 ºC to 50 ºC Operating Humidity: 15 to 90% RH non-condensing Pressure Range: 90 to 110 kPa Storage Temperature: 0 ºC to 20 ºC Expected Operating Life: 2 years in air
Multi Detector	Sensors: AirQualityIndex(AQI),HealthIndex,Vape,VapeTHC,Aggression,Gunshot,SpokenKeyword,Tamper,Particulates,CarbonDioxide Calibrated, Total Volatile Organic Compounds, Carbon Monoxide, Temperature/Humidity, Light Level, Sound Levels, Building Health, Motion Detection, Occupancy, Panic Button. Communication: BACnet,TCP/IP,IPV4/V6,HTTPS Operating Temperature Min: -10°C to 50°C Relative Humidity 0% - 90%
Audio detector	Self-powered audio sensor of which can be attached to a camera for audio processing. Operating temperatures: -10°C to 50°C Detection Response Time: 5-10 seconds.

5.5.2.2 Building hardware

The Urban Mobility Directorate has deployed multiple technology hubs across various public transport interchanges, ranks and depots. Alongside electronic security measures, additional physical fortifications have been implemented to enhance protection against vandalism and theft.

The department intends to extend these security enhancements to other facilities. This tender outlines the requirements for maintaining and expanding the existing fortifications.

Device	Requirements
Fencing – High Security	Welded mesh Spacing 76.2 mm vertical x12.7 mm Wire diameter 4mm Galvanized & polyester powder coated. Nominal Height: 2000mm / 2400mm Width panels: 2515mm - Overlapped 75mm at each post

Fencing - Posts	Rectangular 60 x 60 x 2.5mm bolt through posts. Galvanized & polyester powder coated.
Airconditioning Cages	Wall/ Floor mount 25mm2/50mm2 Diamond Mesh Hot Dipped Galvanized
Burglar bars	25mm2/50mm2 Diamond Mesh Hot Dipped Galvanized with 50mm steel frame
Fire Rated Doors	Hardboard Class B Fire 1511 X 2032 Hardboard Class B Fire 900 X 2032

5.5.2.3 Incident Detection sensors, Audio Analytic software and ancillaries

The Urban Mobility Directorate has implemented a firearm discharge detection system at key strategic locations, such as ranks and public transport interchanges. This system is designed to alert law enforcement via the Transport Management Centre (TMC) control centre when an incident occurs, enabling the rapid dispatch of appropriate law enforcement personnel to the affected area. This tender covers the expansion and maintenance of the existing system.

The system is intended to detect various incidents, including gunfire, panic, abnormal crowd behavior, glass breakage, unusual activities, and specific keyword triggers. It must also integrate seamlessly with the existing Avigilon CCTV system to activate and record corresponding cameras when an event is detected.

Device	Requirements
Server and Detection Software	The Audio Analytics detection system provides both automatic and autonomous responses upon threat detection and validation. • Graphical User Interface for monitoring and alerting of events. • Web Server • Event Logging • 3rd part API integrations incl existing Avigilon camera and PTZ Integration for pan and tilt in direction of event. • Event storage must include audio and integrated video clips
Gateway	Gateway Provides bidirectional communication between the sensor detector and the server. The gateway facilitates all communication with the distributed audio analytical sensors and allows for buffering of all relevant events in the event of a server disconnect. • Industrial Environment: Fanless, embedded platform running on a SBC with NVMe storage and 16Gb of Ram • Communication: TCP/UDP • Ports: Dual 1Gb RJ45 / Wireless
Indoor Sensor	An indoor audio sensor performing audio or waveform analysis for the detection of gunshots, panic, break glass, unusual activity, and keywords. Communication: CAT 6 or Wireless Detection Power: POE, Battery or 12Vdc powered Response Time: <10 seconds OperatingTemperature Min: -10°C to 50°C Relative Humidity 0% - 90%
Outdoor Sensor	An outdoor audio sensor performing audio or waveform analysis for the detection of gunshots, panic, break glass, unusual activity, and keywords. Communication: CAT 6 or Wireless Detection Power: POE, Battery or 12Vdc powered Detection Response Time: <10 seconds OperatingTemperature Min: -10°C to 50°C Relative Humidity 0% - 90%

5.5.3 Asset Tracking (Schedule A3)

5.5.3.1 RFID tags, hardware, software and ancillaries

The Urban Mobility Directorate is deploying a tracking solution as as part of an overall asset tracking and access control solution at some facilities to manage and monitor movable assets. The tender provides for the expansion and maintenance of the current solution.

All new devices supplied under this project must be compatible with the existing Juniper Mist back-end.

5.5.3.2 Multi-purpose handheld scanner for RFID

The Urban Mobility Directorate would like to make use of handheld scanners in conjunction with the existing RFID solutions. The tender provides for the installation and maintenance of this equipment into all areas of transport.

5.5.3.3 Static RFID reader at Entry points

The Urban Mobility Directorate would like to install RFID readers with phased-array antennas at the various entry points to the departments' office locations. The tender provides for the installation and maintenance of this equipment into all buildings occupied by Transport.

5.5.4 STT Terminals (Schedule A4)

5.5.4.1 STT portable terminal inclusive of all hardware, software and cabling

STT portable terminal is typically a portable device that comes with pre-loaded software and licenses to access STT and to provide support on the relevant applications within transport. The tender provides for the supply and support of the system.

5.5.4.2 STT desktop terminal inclusive of all hardware, software and cabling

STT desktop terminal is typically a standalone device that comes with pre-loaded software and licenses to access STT and to provide support on the relevant applications within transport. This device must have a graphics card with at least 8GB GDDR6 memory to allow display of CCTV footage. The tender provides for the supply and support of the system.

5.5.5 Professional Displays (Schedule A5)

5.5.5.1 Indoor large format displays and ancillaries

The Urban Mobility Directorate utilises Samsung for display and video conferencing in the meeting areas, boardrooms etc. These displays are also used for digital signage in public areas at transport facilities. Sizes vary from 55” to 82”. Resolution of these displays should be at least 4K, and have minimum 2 HDMI input ports. The tender provides for the installation and maintenance of large format displays of similar sizes.

5.5.5.2 Outdoor LED digital displays and ancillaries

The Urban Mobility Directorate has deployed LED Outdoor digital displays public transport interchanges for displaying various information sources. It is the intention of the Urban Mobility Directorate to extend this solution to other facilities. The tender provides for the installation and maintenance of this equipment.

5.5.5.3 Video wall displays and ancillaries

The Urban Mobility Directorate has deployed video walls in the TMC control center and other areas. The video walls are used to display vital transport information such as live traffic conditions on major transport routes, CCTV footage from surveillance cameras around the City, etc. The video wall operating system is Hiperwall. The tender provides for the installation and maintenance of video walls. All new devices supplied under this project must be compatible with the existing back-end.

5.5.5.4 Video & Audio Encoder/Decoder

The Urban Mobility Directorate uses Matrox encoding and decoding devices for transmitting content to the video wall from meeting rooms, boardrooms and other meeting spaces within the city. The tender provides for the installation and maintenance of encoding and decoding devices for transmission.

5.5.5.5 Digital signage

At TMC the Urban Mobility Directorate uses Exterity as the digital signage and IPTV system to deliver digital content to various transport roads depots across the City which includes content such as City specific information as well as specific transport information. The tender provides for the installation and maintenance of this equipment. All new devices supplied under this project must be compatible with the existing back-end.

5.5.5.6 Interactive displays

The Urban Mobility Directorate utilises interactive displays throughout the TMC. The display sizes range from 55 to 86”. The tender provides for the installation and maintenance of interactive displays.

5.5.6 Backup Power (Schedule A6)

5.5.6.1 Single and three phase uninterruptible power supply, including batteries, cabinets, isolators, circuit breakers and ancillary.

The Urban Mobility Directorate has deployed uninterruptable power supplies across many of its facilities to ensure Uptime of services and protection of critical systems These UPS' cater for small and-large scale facilities with batteries to ensure various levels of autonomy. The tender provides for the installation and maintenance of this equipment.

Device	Requirements
3 kVA rack-mountable UPS	Rated Power: 2100W Inverter Wave Form: Sine Wave Battery Power: 900VAh
6 kVA rack-mountable UPS	Rated Power: 6000W Inverter Wave Form: Sine Wave Battery Power: 900VAh
2kVA Tower UPS	Rated Power: 1300W Inverter Wave Form: Sine Wave Battery Power: 450VAh

5.5.6.2 Single and three phase generators, including circuit breaker, panels and ancillaries.

The provision of power is crucial for the Urban Mobility Directorate specifically at facilities such as the TMC (Transport Management Centre) where many of the City's emergency services operate from. During periods of extended power outages, the Urban Mobility Directorate has relied on diesel generators to ensure facilities are powered. The tender provides for the installation and maintenance of this equipment.

Device	Requirements
Single Phase Generators	Max Output: 8 kVA, 6200W Protection Grade: IP23M Noise Level: 69dB
3 Phase Generators	Max Output: 14 kVA,12000W Protection Grade: IP23M Noise Level: 73dB

5.5.6.3 Gel, lead acid and Lithium-Ion batteries including cabinet, links and ancillaries.

The Urban Mobility Directorate uses Gel, lead acid and Lithium batteries on UPS, and solar installations. The tender provides for the installation and maintenance of this equipment.

Device	Requirements
Gel Batteries	Nominal Voltage: 12V Rated Capacity: 150Ah
Lead Acid Batteries	Nominal Voltage: 12V Rated Capacity: 150Ah
Lithium Ion Batteries	Nominal Voltage: 12V Rated Capacity: 200Ah

5.5.6.4 Inverter and ancillaries.

Together with UPS's (uninterruptable power supplies) the Urban Mobility Directorate uses Inverters to convert DC power to AC power within the existing backup power and solar solutions. The tender provides for the installation and maintenance of this equipment.

5.5.6.5 Solar Panels, chargers and ancillaries.

The provision of utility supplied power to infrastructure across transport facilities is often not possible, due to cost and viability, solar panels with their associated electrical components have been used to create off grid solutions. Solar solutions have also been used to reduce the reliance on utility power. The tender provides for the installation and maintenance of this equipment.

5.5.6.6 Capacitor based batteries and ancillaries.

The Urban Mobility Directorate is interested in new and cleaner battery technologies that allow for faster charging cycles and resistant to environmental conditions. These would typically also be used for general energy storage. The tender provides for the provision and maintenance of this equipment.

5.5.6.7 Solid State Battery Technologies

The Urban Mobility Directorate is interested in new battery technologies that allow for faster charging cycles are resistant to environmental conditions, have longer service life cycles than lithium and are more energy dense than capacitive solutions. These would typically be used in difficult to service areas, i.e. remote or bunker battery locations. The tender provides for the provision and maintenance of bunker battery equipment.

5.5.7 Network Equipment (Schedule B1)

5.5.7.1 Routers, switches, AP's, controllers, software and ancillaries.

The Urban Mobility Directorate utilises Cisco and Juniper network equipment to connect various STT systems within buildings, depots, ranks, public transport interchanges and other facilities throughout the Cape Town metropolitan. It is the intention of the Urban Mobility Directorate to retain the existing network for at least the period covered by this tender. The tenderer will have to support, extend and maintain the network, including - but not limited to - the provision of spares, equipment, software, updates and patches.

Device	Requirements
WiFi Access Point	802.11n V2: 4x4 MIMO, 802.11a/g/n, Dynamic Frequency Selection, 20 and 40 MHz channels. 802.11ac: 8x8 MU-MIMO, 802.11ac, Dynamic Frequency Selection, 20, 40, 80 and 160MHz channels, WPA3. 802.11ax: 8x8 MU-MIMO, 802.11ax, Dynamic Frequency Selection, 20, 40, 80 and 160MHz channels, WPA3. 2.4 and 5 GHz internal antennas. Gigabit Ethernet via RJ-45. 802.3af POE and 802.3at POE+. 2048MB DRAM System Memory.
Router	Layer 2 and Layer 3 support; Protocols: RIP, IGRP, OSPF, EGP, EIGP, SNMP, FTP, PIM SM, EVC, DHCP, AAA, MPLS, L2TPv3, ACL; Encryption: DES, 3DES, AES-128 or AES-256; Supports network clock synchronization; 10/100/1000 Ethernet ports for WAN or LAN; 45 connections, enabling fiber or copper connectivity.
Layer 3 Network Switch 48p	Layer 3 Support; PoE and PoE+; 48 1000Base-T ports (RJ45); Supports 10GBASE-SR, LR, ER, ZR, DWDM SFP+ transceivers
Layer 2 Network Switch 48p	Layer 2 Support; PoE and PoE+; 48 1000Base-T ports (RJ45); Supports 10GBASE-SR, LR, ER, ZR, DWDM SFP+ transceivers
Layer 3 Network Switch 24p	Layer 3 Support; PoE and PoE+; 24 1000Base-T ports (RJ45); Supports 10GBASE-SR, LR, ER, ZR, DWDM SFP+ transceivers
Layer 2 Network Switch 24p	Layer 2 Support; PoE and PoE+; 24 1000Base-T ports (RJ45); Supports 10GBASE-SR, LR, ER, ZR, DWDM SFP+ transceivers

5.5.7.2 LoRa (Low Power Long Range) Gateway hardware, software and ancillaries

The Urban Mobility Directorate utilises LoRa technology to provide connectivity to various IoT devices at ranks and public transport interchanges. The gateways relay sensor data from the various sites to the TMS (traffic management center) where the data is extracted and visualised on dashboards. It is the intention of the Urban Mobility Directorate to retain the existing LoRa infrastructure and expand it to other facilities. The tender allows for the expansion of the LoRa network as well as maintenance of this equipment.

Device	Requirements
LoRa Gateway	LoRa bidirectional communications technology Open development framework based on standard Linux OS; WWAN connectivity over Ethernet or LTE/HSPA/EDGE/GPRS; USB host interface allowing local secured software upgrade; Web local interface allowing configuration, diagnostic and maintenance Embedded Base Station Controller (BSC) agent relying on standard SNMP protocol: Alarm notifications; Firmware upgrade; Remote shell control; Configuration; Monitoring (platform statistics, RF statistics, RF spectrum analyzer...) General: 10/100 Base-T/TX Ethernet transceiver with RMII Interface; Waterproof SIM access (mini-SIM format) GNSS receiver (GPS, GLONASS, QZSS & SBAS) with an embedded antenna; Powered by POE or DC supply; Waterproof IHM access using an IP67 cap.

5.5.7.3 LoRa Network Server

The LoRaWAN Network Server provides the management of gateways and endpoints, authentication and authorization of endpoints, network encryption and decryption, data routing, adapting data rates, eliminating duplicate packets, and interfacing with applications. The tender provides for the procurement, installation and maintenance of a LoRa WAN network server.

5.5.8 Compute And Storage Solutions (Schedule B2)

5.5.8.1 Physical Servers

The Urban Mobility Directorate utilises various physical servers to run the operation of various applications that are required for various services to be delivered. The server specifications are determined by the relevant applications and services that needs to be hosted. The tender provides for the provision, installation and maintenance of this equipment.

5.5.8.2 Hyper-visor

The Urban Mobility Directorate utilises virtualization wherever possible to take advantage of speedy recovery time, better scalability, cost and space savings, and better return on investment. In addition to reducing the costs of maintaining an older infrastructure, server consolidation translates to better utilization of available resources. The hypervisor gives each virtual machine the resources that have been allocated and manages the scheduling of VM resources against the physical resources. The hypervisor controls resources like CPU, memory, and storage which can be easily reallocated between existing or new virtual machines. The tender provides for the provision, installation and maintenance of this equipment.

5.5.8.3 Hyper converged Infrastructure (HCI)

Hyperconvergence is an IT framework that combines storage, computing and networking into a single system to reduce data centre complexity and increase scalability. Hyperconverged platforms include a hypervisor for virtualized computing, software-defined storage, and virtualized networking, and typically runs on standard, off-the-shelf servers. Multiple nodes can be clustered together to create pools of shared compute and storage resources, designed for convenient consumption. HCI includes backup capability, wan optimisation and disaster recovery by default. The Urban Mobility Directorate utilises the HP (Hewlett Packard) Simplivity hyper converged solution to consolidate and run many of the department's crucial applications. The tender provides for the provision, installation and maintenance of this or similar equipment.

5.5.8.4 Infrastructure as a Service (IaaS)

Infrastructure as a service (IaaS) is a service model that delivers computer infrastructure on an outsourced basis to support enterprise operations. Typically, IaaS provides hardware, storage, servers and data centre space or network components; it may also include software. Any IaaS platform needs to be in country.

5.5.8.5 Platform as a Service (PaaS)

Platform as a service (PaaS) is a cloud computing model in which a third-party provider delivers hardware and software tools -- usually those needed for application development -- to users over the internet. A PaaS provider hosts the hardware and software on its own infrastructure. As a result, PaaS frees users from having to install in-house hardware and software to develop or run a new application. Any PaaS platform is required to be in country.

5.5.8.6 Software as a Service (SaaS)

Software as a service (SaaS) is a software distribution model in which a third-party provider hosts these applications and makes them available to customers over the Internet. SaaS is one of three main categories of cloud computing, alongside infrastructure as a service (IaaS) and platform as a service (PaaS). Any SaaS services consumed need to be delivered from within the South African borders.

5.5.9 Security (Schedule B3)

5.5.9.1 Next Generation Firewall (NGFW)

The Urban Mobility Directorate's network has several critical systems used to monitor and deliver critical services. These systems are connected to an IT network to ensure efficient communications between the systems as well as the administration of the network. The NGFWs provide Firewalling, Intrusion Prevention, Antivirus, Application Control and Web Filtering security controls. These controls inspect network traffic as well as the applications that traverse the network to detect any anomalies, provide visibility into malicious behaviour and actors to ensure optimal operations of the network. The tender provides for the provision, installation and maintenance of this equipment.

5.5.9.2 Operational Technology Security

While the IT network security is key to Network operations, security for Operational Technology (OT) such as access control, CCTV, Building Management Systems that control facilities to ensure efficient operations and safety to the citizens is just as critical. CyberSplice extracts the OT layer from the IT layer to ensure that IT traffic does not affect the OT layer. In addition to this, CyberSplice ensures only valid Operational Technology protocols and instructions are sent between the OT systems to avoid malicious attackers from compromising OT systems which form the core of the transport network. The tender provides for the provision, installation and maintenance of this or compatible equipment and software.

5.5.9.3 Web Application Firewall

The Urban Mobility Directorate network has several web applications such that deliver key monitoring and interactions between end users with the Urban Mobility Directorate's applications. These are critical applications which need to be secure and protected from web application attacks. Key features include:

- API Protection: Automatically enforces security policies to protect APIs from malicious activity, easily integrating into CI/CD pipelines.
- Bot Mitigation: Shields websites, mobile apps, and APIs from automated attacks, distinguishing between legitimate and malicious bot traffic without hindering user experience.
- Machine Learning: Detects abnormal behaviour and blocks previously unseen exploits, enhancing defence against zero-day attacks and improving operational efficiency. The tender provides for the provision, installation and maintenance of this equipment.

5.5.9.4 STT endpoint protection

The Urban Mobility Directorate's servers hosting critical applications and databases as well as endpoints used by administrators to administer the back-end systems of the network need to be secure and free of malware before being permitted to administer the network. Endpoint protection is critical to ensure compliance and minimize the propagation of malware in the environment. The tender provides for the provision, installation and maintenance of this equipment.

5.5.10 Application Infrastructure (Schedule C1)

These are examples of typical development work that will be done under this project, which will be priced on a per hour rate per project. It serves as examples of typical functions that will be performed using labour rates. Note that a copy of the source files for all developed software must be provided to the City.

Item	Description	Functional Specification
C1.1	Once-off implementation of IoT Device Management, enrolment and Configuration console	Every IoT device needs to be configured on the relevant network and backend to enable health monitoring of the device and to allow communication to and from the device. All network traffic related to the device can then be logged and monitored.
C1.2	Annual support of IoT Device Management, enrolment and configuration console	Annual support and monitoring of IoT Device Management, enrolment and configuration console as developed
C1.3	Once-off Development of sensor driver (per driver)	Custom software must be written and deployed to individual IoT devices. These drivers read the actual sensor data and allows external software and services to interface with the device.
C1.4	Annual support Development of sensor driver (per driver)	Annual support Development of sensor driver developed (per driver)
C1.5	Once-off development of data configuration and management system (licensing excluded)	Secure and reliable databases need to be set up for all device telemetry data. The decisions for storage technology, data architecture and design details are based on the type of device data being inserted and the requirements of the applications using the data.
C1.6	Annual Support of data configuration and management system (licensing excluded)	Annual Support of data configuration and management system as developed
C1.7	Once-off development of message bus for device communication and data processing	The development of a central message bus implementing a subscriber-publisher pattern will allow the customising of data processing and data loading.
C1.8	Annual Support of message bus for device communication and data processing	Annual Support of message bus for device communication and data processing as developed
C1.9	Once-off development of device API integration	Interaction with back end systems is facilitated by secure APIs. These APIs are called by middleware services to transfer IoT sensor data into the relevant databases.
C1.10	Annual Support of device API integration	Annual Support of device API integration as developed
C1.11	Develop data analytics using Artificial Intelligence technologies such as Machine learning for integrated devices	The ability to utilise intelligent solutions providing unique operational trend analysis, forecasting and anomaly detection utilising the application of artificial intelligence technologies like machine learning and automation.

Item	Description	Functional Specification
		This can be done by dataset and feeding available datasets into a defined model, finding correlations between event driven behaviours.
C1.12	Annual Support and maintenance of data analytics technology components (per dataset analysis, cloud technology compute time excluded)	Annual Support and maintenance of data analytics technology components developed.
C1.13	Develop 2X Business Intelligence Dashboards per business data set with drill down capability related to legacy devices/systems	Dashboards will be used to display events and provide detailed analysis of historical data. These dashboards will be used to provide management and operational information including being able to monitor device status.
C1.14	Once-off Development of an Information Portal providing access to designated reports, dashboards and applications to nominated stakeholders	All developed web-based applications need to be accessible via a single, central location. This Portal will enforce the various authorizations for the applications and authentication by user.
C1.15	Annual Support and Maintenance of Information Portal.	Annual Support of developed Portal
C1.16	Data Integration of disparate multi-platform Solutions for Application exploitation	The integration of multiple data sources which are modelled, aligned and stored in a Warehouse for the consumption for reporting and support of advanced analytics.
C1.17	Extraction and Transformation of disparate Data sources into Operational Data Stores and or Data Warehouse Systems	The extraction, cleansing and loading of data from a variety of sources into a central repository for querying by reports and analysis.

5.6 PERSONNEL SPECIFICATIONS

A wide range of qualified personnel may be needed for various projects during the course of this contract. The personnel involved with each project will be agreed to between the contractor and employer on a per- project basis, and included in each project quote, based on the scope and requirements for each particular project.

Should it become necessary to replace any of the personnel during the course of a project, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the prior written approval of the Employer.

5.6.1 Labour rates

The labour rates submitted are for technical and project management personnel working on each installation project, and for the support, maintenance and repair of installed STT systems. Note that installations may entail installation of free-issued equipment. These will be chargeable on a per-hour basis, as indicated in Pricing Schedules A7, B4 and C. The technical personnel shall meet the following minimum requirements:

5.6.1.1 Junior Technician

NQF Level 4 or equivalent qualification
Basic IT infrastructure course certificate
1-3 year relevant experience with similar installations after qualification

5.6.1.2 Senior Technician

NQF Level 6 or equivalent qualification
Advanced IT infrastructure course certificate
OEM training certified (if applicable)
3-5 year relevant experience with similar installations after

qualification

5.6.1.3 Junior Engineer

NQF Level 7 or equivalent qualification
ECSA registered Candidate Engineer or Candidate Engineering Technologist
Advanced IT Infrastructure course
OEM training certified (if applicable)
3-5 year relevant experience with similar installations after qualification

5.6.1.4 Senior Engineer

NQF Level 7 or equivalent qualification
ECSA registered Candidate Engineer or Candidate Engineering Technologist
Advanced IT infrastructure course
OEM training certified (if applicable)
5-10-year relevant experience with similar installations after qualification

5.6.1.5 Solutions Architect

NQF Level 7 or equivalent qualification
Advanced IT Infrastructure course
OEM training certified (if applicable)
5-10-year relevant experience with similar installations after qualification

5.6.1.6 Security Engineer

NSE Level 7 or equivalent qualification – SDWAN
NSE Level 7 or equivalent qualification – LAN Edge
OEM training certified - FortiNet
3 – 5 year relevant experience with similar installations after qualification

5.6.1.7 Senior Security Engineer

NSE Level 7 or equivalent qualification – SDWAN
NSE Level 7 or equivalent qualification – LAN Edge
OEM training certified FortiNet
5 – 10 year relevant experience with similar installations after qualification

5.6.1.8 Cyber Security Engineer

NQF Level 6 or equivalent qualification
Industry certifications such as CompTIA Security+ or Fortinet NSE 4 (higher certifications such as NSE 7 advantageous)
OEM/vendor training or certification (e.g. Fortinet)
3 - 5 years' relevant experience in cybersecurity, network security, or system administration roles
Exposure to SD-WAN, LAN Edge, firewall technologies, and broader security tooling environments

5.6.1.9 Professional Engineer

NQF Level 7 or equivalent qualification in Electronic Engineering
ECSA registered Professional Engineer – Pr Eng
8 to 12 years relevant experience after qualification

5.6.1.10 Programme Manager

NQF Level 6 or equivalent qualification in Project Management
Must have managed project managers on 3+ previous projects
10+ years system integration project management experience after qualification

5.6.1.11 Junior Project Manager

NQF Level 6 or equivalent qualification in Project Management
3-5 year system integration project management experience after qualification

5.6.1.12 Senior Project Manager

NQF Level 6 or equivalent qualification in Project Management
5-10 years system integration project management experience afterqualification

5.6.1.13 Junior Network Engineer

NQF Level 4 or equivalent qualification
CCNA certification
3-5 year relevant experience with similar systems

5.6.1.14 Senior Network Engineer

NQF Level 4 or equivalent qualification
CCNA certification
5-10 year relevant experience with similar systems

5.6.1.15 Junior Software Developer

NQF Level 6 or equivalent qualification in Comprehensive Programming; or
NQF Level 7 or equivalent qualification in Information Technology or Commerce Information Systems
1-3 years software development experience after qualification

5.6.1.16 Senior Software Developer

NQF Level 6 or equivalent qualification in Comprehensive Programming; or
NQF Level 7 or equivalent qualification in Information Technology or
Commerce Information Systems
3-5 years software development experience after qualification

5.6.1.17 Junior BI Developer

NQF Level 7 or equivalent qualification in Information Technology
Microsoft Certified Professional
Other Qualifications: Microsoft Certified Solutions – Data Management & Analytics,
SQL2012/2014/2016 Database Development
3-5 years BI development experience

5.6.1.18 Senior BI Developer

NQF Level 7 or equivalent qualification in Information Technology
Microsoft Certified Professional
Other Qualifications: Microsoft Certified Solutions – Data Management & Analytics, SQL 2012/2014/2016 Database Development, Microsoft Business Intelligence Developer & Maintenance, Designing a Business Intelligence Solution with SQL Server (Microsoft Exams), Implementing Data Models and Reports (Microsoft Exams), Querying Microsoft SQL Server (Microsoft Exams), Administering Microsoft SQL Server (Microsoft Exams), Implementing Data Warehousing with Microsoft SQL Server, Microsoft Certified Solutions Associate: SQL Server 2012/2014
3-5 years BI development experience

5.6.1.19 Junior Applications Project Manager

NQF Level 6 or equivalent qualification in Project Management
Other Qualifications: Project Management Foundation

3-5 year application Project Management experience

5.6.1.20 Senior Applications Project Manager

NQF Level 6 or equivalent qualification in Project Management
Other Qualifications: ITIL Foundation, Certified Scrum Master, Agile PM Training, IT Project Manager
5+ year application Project management experience after qualification

5.6.1.21 Applications Program Manager

NQF Level 6 or equivalent qualification in Project Management
Other Qualifications: ITIL Foundation, Certified Scrum Master, Agile PM Training, IT Project Manager, Strategic Thinking
10+ years application project management experience after qualification

5.6.1.22 Scrum Master

NQF Level 4 or equivalent qualification
3+ Years experience
Scrum Master Certification

5.6.1.23 Product Owner

NQF Level 4 or equivalent qualification
3+ years of on the job work experience.
Should have technical background in engineering, programming or electronic security systems
Experience in using Agile (SAFe) methodologies

5.6.1.24 Junior Data Analyst

NQF Level 7 or equivalent qualification in Informatics or similar fields
Other Qualification :Microsoft BI Stack (SSIS,SSRS,SSAS) SQL Server, ITIL Foundation, Data Modelling
1-3 years' experience after qualification

5.6.1.25 Senior Data Analyst

NQF Level 7 or equivalent qualification in Informatics or similar fields
Other Qualification: Microsoft BI Stack (SSIS,SSRS,SSAS) SQL Server, ITIL Foundation, Data Modelling
5+ years Data analyst experience after qualification

5.6.1.26 Data Scientist

NQF Level 7 or equivalent qualification in Mathematics, Statistics, Computer Science, Engineering, Actuarial Science or similar fields
5+ years experience
Statistical, modelling and programming knowledge
Expert in MS Office, SQL and good experience in database analytical tools and statistical packages (e.g. SAS, R)

5.6.1.27 System Analyst

NQF Level 7 or equivalent qualification in Statistical Decision Making and IT; or
Full-time four year qualification in Information Systems
Other Qualifications : Diploma in OO Analysis and Design
Business Analysis Certification

5.6.1.28 Junior System Administrator

NQF Level 6 or equivalent qualification (NQF Level 7 preferred)
Strong knowledge of operating systems especially Windows

Experience with Exchange Server
Experience with Active Directory

5.6.1.29 Senior System Administrator

NQF Level 6 or equivalent qualification (NQF Level 7 preferred)
Strong knowledge of operating systems especially Windows
Experience with Exchange Server
Experience with Active Directory
5+ years' experience with system administration

5.6.1.30 Junior Mobile Developer

NQF Level 7 or equivalent qualification in Information Technology,
Information Systems or Software Engineering
Experience in some or all of the following: C# (expert), Xamarin, Xamarin.Forms, Swift, Objective-C, UI5, Firebase, Code Generation, MVVM , ASP.Net Core on MacOS and Ubuntu Linux ,SQL Server 7.0, 2000, 2005, 2008, 2008 R2, 2012, 2014 Transact-SQL
1-3 Years' experience after qualification

5.6.1.31 Senior Mobile Developer

NQF Level 7 or equivalent qualification in Information Technology, Information Systems or Software Engineering
Experience in some or all of the following: C# (expert), Xamarin, Xamarin. Forms, Swift, Objective-C, UI5, Firebase, Code Generation, MVVM , ASP.Net Core on MacOS and Ubuntu Linux ,SQL Server 7.0, 2000, 2005, 2008, 2008 R2, 2012, 2014 Transact-SQL
5+ Years' experience after qualification

5.6.1.32 Application Solution Architect

NQF Level 7 or equivalent qualification in Information Technology, Computer Science or Software Engineering
10+ years' experience after qualification

5.6.1.33 Junior SAP developer

NQF Level 6 or equivalent qualification
Experience includes SAP ABAP coding of minor to medium size SAP functional enhancements, forms, reports, data extracts, batch execution and interfaces
1-3 years SAP ABAP coding experience

5.6.1.34 Senior SAP Developer

NQF Level 6 or equivalent qualification
Experience includes SAP ABAP coding of complex SAP functional enhancements, forms, reports, data extracts, batch execution and interfaces
Experienced SAP ABAP coder for S/4HANA and SAP ECC / CRM systems
3+ years SAP ABAP coding experience

5.6.1.35 GIS Technician

NQF Level 6 in Geomatics qualification
1– 2 years relevant experience

5.6.1.36 Senior GIS Technician

NQF Level 6 in Geomatics qualification
1– 5 years relevant experience

5.6.1.37 GIS Analyst

NQF Level 7 in GIS qualification
1– 2 years relevant experience

5.6.1.38 Senior GIS Analyst

NQF Level 7 in GIS qualification
1– 5 years relevant experience

5.6.1.39 Principal GIS Analyst

NQF Level 8 in GIS qualification
5– 8 years relevant experience

5.6.1.40 SQL Database Administrator

NQF Level 6 or equivalent qualification
Certification in SQL Server Database Administration or
Certification in SQL Server Database Administration.
Other Qualifications - Datawarehouse concepts and Dimensional Modelling, Microsoft Certified Technology Specialist (MCTS) SQL Server 2008.

5.6.2 Curriculum Vitae and Organogram

Curriculum Vitae (CV) are to be supplied with the tender for personnel proposed to fulfil all of the roles in section 5.6 above. The CVs are to be accompanied by an organogram confirming the tenderer's organisational structure and where each of the above roles fits into the structure, clearly indicating which roles are provided by sub-contractors.

The CV's and Organogram are to be submitted under Schedule F.13.

5.7 OPERATIONS AND MAINTENANCE MANUALS AND TESTING

5.7.1 General

Each installation project shall be accompanied by a complete set of technical manuals for all the equipment types used. These manuals should include the technical specifications, installation instructions, configuration and operating instructions, maintenance schedules, trouble-shooting guide and repair instructions, as appropriate.

The manuals shall be accompanied by a complete parts list. Three complete sets of manuals shall be provided in paper format bound in suitable hardcover binders, together with a digital copy.

Further, "as-built" drawings shall be submitted before or together with the manuals. Three printed sets and one electronic copy in both the PDF and AutoCAD or Microsoft Visio formats are required indicating all equipment locations, as well as all the cable routes, wiring diagrams and network layouts.

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

5.7.2 Format and contents of manuals

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

2. Manuals must include relevant instructions in layman's language.

3. At least one month before commissioning each installation, a draft copy shall be submitted to the Employer for comments and approval.

4. The manuals shall give a clear description of the purpose of the installation.
   a. A general description of the system.
   b. A general description of the control room.
   c. Paper copies of all approved drawings and diagrams.
   d. Detailed description of the different components used in the installation.
   e. Schedule of equipment, model numbers, serial numbers, IP addresses, optional

extras, modifications, electrical power requirements, etc.

f. Tabulated commissioning data of all equipment and the system, indicating- as measured and according to specification –requirements (if any).
g. First line maintenance procedures.
h. Detailed monthly, quarterly, bi-annually and annual preventative maintenance procedures (if applicable).
i. Guidelines for routine tests to be carried out by the City, including the frequency that the tests are to be done.
j. Detailed instructions for procedures to be followed in the event of equipment failure or malfunction.

5. The manuals shall include detailed technical instruction covering system maintenance and repair. The manual shall be suited to both the instruction and reference use of maintenance staff of technician/client level in the operation, trouble shooting and repair of the system. The manuals shall be both comprehensive and concise, facilitating easy use by technical staff.

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

a. Contents list per manual
b. General description of the system.
c. System functional block diagrams with a detailed description of the operation of each system component.
d. Block diagrams and complete specifications of all software.
e. Complete set of drawings.
f. Detailed description of equipment, systems operation, procedures, interlocks and alarms.
g. Possible emergencies and associated procedures.
h. Type, routine and special tests and commissioning certificates (if applicable)
i. Detailed maintenance procedures including full assembly and disassembly instructions, intervals, materials required, etc.
j. Detailed suggested daily, weekly, monthly, 3 monthly, 6 monthly and yearly preventative maintenance instructions and record-report forms.
k. Detailed troubleshooting/repair instructions on a system component level.
l. Schedule of all equipment including detailed descriptions of settings and modifications with descriptions of the effect of these modifications.
m. Commissioning data of all equipment and systems indicating design requirements and actual measured performance.
n. List of maintenance personnel with all hour telephone numbers.

7. Paper manuals shall be bound in a firm hard cover. Digital copies must be stored on properly identified and labelled disks, and must use an open document format e.g. PDF. The information shall be clear and readable, and include an index. The above-mentioned manuals shall be available at first hand-over. Delivery of the installation will not be accepted without the manuals.

5.7.3 Testing and Commissioning

The Contractor shall undertake testing and commissioning and shall provide all necessary test equipment, recently calibrated by the SABS or other acceptable test authority. Two weeks before proceeding, the Contractor shall submit his intended test procedure to the Urban Mobility Directorate's appointed engineer or technical expert for approval.

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

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

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

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

The procedure shall be documented and presented within 21 days of contract award.

5.7.4 Software Configuration

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

All software code developed for the CCT, will be owned by the City and regarded as the City's IP and will be handed over to the City at completion.

5.8 12-MONTH GUARANTEE

All equipment, parts and materials supplied, and work performed by the contractor shall be guaranteed for a period of at least twelve months from the final installation date. The cost of this guarantee shall be included in the tenderer's quoted price for each new installation. The terms of this Guarantee will be enforced by the Performance Management System.

5.9 QUALITY SYSTEMS

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

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

The contractor shall provide proof of the above upon request.

5.10 PERFORMANCE MANAGEMENT: PERFORMANCE ELEMENTS, MEASURES AND METRICS

5.10.1 Introduction

The City requires all contracts with suppliers to be actively managed. To this end, the Urban Mobility Directorate requires all respondents to this tender to agree to the following Performance Management System.

The performance of the Contractor will be monitored in terms of the following system of Performance Elements, Measures and Metrics.

5.10.2 Definitions

5.10.2.1 1st Level Support means tasks and activities designed to ensure the Availability of the STT, undertaken by the Contractor;

5.10.2.2 2nd Level Support means tasks and activities, including Emergency Repairs, designed to ensure the Availability of STT, provided by the Contractor;

5.10.2.3 3rd Level Support means tasks and activities to ensure the Availability of STT provided by the EOM;

5.10.2.4 Availability means that portion of a period of time (typically a Calendar Month) during which equipment or system is working normally; a period of time during which equipment or system is unavailable is referred to as “Downtime” and so Availability is synonymous with “Uptime”;

5.10.2.5 Award means the decision by the City’s Supply Chain Management Bid Adjudication Committee to contract with the preferred respondent to the Tender;

5.10.2.6 Award Letter means written notice of an Award;

5.10.2.7 Business Day means a Calendar Day which is not a Saturday, Sunday or South African public holiday;

5.10.2.8 Business Hours means 08:00 to 17:00 on a Business Day;

5.10.2.9 Calendar Day means the period of time that begins at 00.00.00 and ends 23:59:59 on any given day in any given Calendar Month;

5.10.2.10 Calendar Month means any one of twelve named periods into which a year is divided in accordance with the Gregorian calendar;

5.10.2.11 Calendar Week means a period of seven consecutive Calendar Days;

5.10.2.12 Contract means the binding agreement between the Urban Mobility Directorate and the Contractor for the supply of the specified goods and/or services subsequent to the award of the Tender;

5.10.2.13 Contractor means the supplier awarded this Tender;

5.10.2.14 Delivery means the act of transporting ordered goods to a specified place, or completion of a specified service;

5.10.2.15 Downtime: see ‘Availability’;

5.10.2.16 Emergency Repairs means the response to a Critical Incident provided by the Contractor in terms of a Support & Maintenance Program;

5.10.2.17 Excuse Performance means the allowed reasons why an Infringement should not result in a Penalty;

5.10.2.18 Grief Points means the quantitative consequence of incurring a Penalty, used as a method of quantifying Infringements of the Performance Metrics;

5.10.2.19 Grief Point Threshold means the number of Grief Points accumulated and accrued sufficient to constitute a Non-Compliance Event;

5.10.2.20 Guarantee means a formal promise or assurance (typically in writing) that certain conditions will be fulfilled, especially that an item will be repaired or replaced, at no charge, if found to not be of the specified quality or durability;

5.10.2.21 Infringement means an instance of non-conformance with a Performance Metric;

5.10.2.22 Issue Resolution Time means the elapsed time between a request for EOM support, and the resolution of the relevant issue;

5.10.2.23 Mark-up means the amount, in rands, of the percentage of the OEM cost of goods added to the OEM cost of goods to derive a quotation price; the mark-up percentage must be that as per the Award Letter;

5.10.2.24 Maximum Time To Restore means the longest allowable Restore Time;

5.10.2.25 Mean Time To Restore means the average of the Restore Times of all incidents requiring Emergency repairs in the last twelve Calendar Months;

5.10.2.26 Non-Compliance Event means consequence of the Grief Point Threshold being exceeded;

5.10.2.27 Normal Service means the expected performance of a system as per its design and configuration;

5.10.2.28 OEM means Original Equipment Manufacturer;

5.10.2.29 Order means the formal instruction by the City to the Contractor to supply the specified goods and/or services;

5.10.2.30 Penalty means the redress that the Urban Mobility Directorate has against the Contractor for under- performance in terms of Performance Measure;

5.10.2.31 Performance Element means an attribute of a service provided by the contractor, which is used by the Urban Mobility Directorate to track performance;

5.10.2.32 Performance Management System means the systems of Performance Elements, Measures, Metrics, and Penalties used to manage the performance of a Contractor with regard to the delivery of specified goods and/or services;

5.10.2.33 Performance Measure means the way in which a Performance Element is defined and/or measured;

5.10.2.34 Performance Metric means a numerical limit for satisfactory performance of a Performance Measure; non- conformance constitutes an Infringement;

5.10.2.35 Performance Penalty means the claim by the Urban Mobility Directorate consequent to a Non- Compliance Event;

5.10.2.36 Performance Termination Event means the accumulation of Non-Compliance Events that may result in the City contemplating termination of the Contract;

5.10.2.37 Procurement means the process employed by the Urban Mobility Directorate to order goods and/or services in terms of a Contract;

5.10.2.38 Purchase Order means the document issued by the Urban Mobility Directorate to the Contractor specifying an Order in terms of a Quotation;

5.10.2.39 Quotation means statement of the specifications and price of goods and/or by the Contractor, as may be requested by the Urban Mobility Directorate;

5.10.2.40 Requisition means the internal SAP process used to initiate a request for an Order;

5.10.2.41 Restore Time means the elapsed time between arrival of the Contractors' staff on site in the event of a call- out for Emergency Repairs, and the restoration of Normal Service;

5.10.2.42 SAP means the enterprise management system used by the City to manage its Procurement, Requisition, Ordering, Goods Receiving and Payment processes;

5.10.2.43 Support & Maintenance Program means a contracted schedule of Support & Maintenance Services;

5.10.2.44 Support & Maintenance Services means tasks and activities designed to ensure the Availability of a STT System;

5.10.2.45 Tender means the formal request issued by the Urban Mobility Directorate for companies to offer to provide specified goods and/or services, in this case a Transportation Infrastructure Management System;

5.10.2.46 Uptime: see 'Availability'; and

5.10.2.47 Vendor means the company awarded the Contract.

5.10.3 Performance Elements

5.10.3.1 Contact Information

Upon award of the contract, the Contractor shall provide the Urban Mobility Directorate with the contact information of its key staff (or their equivalent) as follows:

Title	Functional role	Contact information required
Client liaison / account manager	Liaises with the Urban Mobility Directorate on all matters relating to new orders, return of specifications and quotations, issue of Purchase Orders, acceptance or Works Orders, and completion / payment certificates Expedites orders Addresses problems, complaints and faults	Name Formal job title Telephone number (s) Email address Physical address of office
Works scheduling and project manager	Accepts and processes Purchase Orders issued by the City; schedules works projects in conjunction with the City; ensure that all project close out or works completion documentation is properly prepared and submitted	Name Formal title Telephone number (s) Email address
Debtor clerk	Issues invoices for payment by the City; addresses issues related to payment	Name Formal job title Telephone number (s) Email address
Branch or Regional Manager (escalation level 1)	The person immediately senior to the above staff, to whom service- related or contract-related issues should be escalated if unresolved by them	Name Formal job title Telephone number (s) Email address Physical address of office
Company manager or CEO (escalation level 2)	The most senior executive of the company to whom serious unresolved issues may be escalated;	Name Formal job title Telephone number (s) Email address
	if the company operates internationally or is owned by a company operating from outside of South Africa, then the most senior country manager	Physical address of office

5.10.3.2 Project Quotations

When the City requires a new installation or upgrade, the Contractor is required and expected to meet with representatives of the City to understand and document the City’s requirements. Once these requirements have been agreed, then the Contractor must prepare a detailed specification (including the networking requirements to be provided by the City), and project plan for the management of the work to be done. This must be accompanied by a Quotation based on the tendered rates, including OEM quotations or price lists as evidence of the cost price upon which the Contractor’s mark-ups are based.

Project quotation, specification and programme must be supplied within two weeks of the client issuing the request to the Contractor in writing (eg email or recorded minutes), unless agreed otherwise in writing for a specific request.

5.10.3.3 Guarantee

All equipment, parts and materials supplied, and work performed by the Contractor shall be guaranteed for a period of at least twelve (12) months from the final installation date. Installed equipment, materials and systems must be repaired or replaced, at no cost to the City, if found to not be of the specified quality and/or durability, resulting in equipment failure or sub-optimal performance. The cost of this Guarantee shall be included in the tenderer’s quoted price for each new installation.

In the event that delivered and/or installed equipment, materials and or systems fails in terms of the guarantee then the Contractor shall:

5.10.3.4 Verify the occurrence of the failure

5.10.3.5 Confirm that the failure falls within the terms of the Guarantee

5.10.3.6 Repair or replace the faulty item, as per the terms of the Guarantee

5.10.3.7 Support and Maintenance Services

5.10.3.8 Support and maintenance of each installed camera system shall be provided by the Contractor in terms of the hourly rates and unit prices tendered (except when provided in fulfilment of the Guarantee). Such support and maintenance services may be provided either:

5.10.3.9 As and when required, either in fulfilment of a Guarantee, or on the basis of a service request and subsequent quotation using the unit prices and hourly rates tendered (a provisional Purchase Order may be issued to provide for such ad hoc maintenance services).

5.10.3.10 As part of a specific Support & Maintenance Program. When required, such program will be for a particular installation or system, and will consist of recurrent scheduled activities as proposed by the Contractor and approved by the City. The Support & Maintenance Program may also make provision for an Emergency Repair service to be provided.

The Contractor will prepare such a Support Maintenance Program within seven days of receipt of a Purchase Order issued for the purpose. The Support & Maintenance Program will be remunerated using the unit prices and hourly rates tendered. If the Support & Maintenance Program includes provision of an Emergency Repair service, then a monthly Stand By fee may be charged.

If, during the course of a Support & Maintenance Program, the Contractor identifies equipment or material failures and / or other corrective maintenance work required, that are outside of the scope of the Support & Maintenance Program's activities, then the Contractor will first bring this to the attention of the City, and gain approval (in the form of a Purchase Order or Works Order) before undertaking the work or otherwise incurring any additional expense.

The City will oversee the delivery of each Support & Maintenance Program to ensure that the specified work is completed, and that the specified work is done according to the approved schedule.

5.10.3.11 OEM Support

The Contractor, as the vendor for the installed equipment, is considered to be the conduit for all operational matters relating to licencing, software patches, firmware upgrades etc, and also for accessing 3rd Level Support in the event of a support issue or fault that cannot be resolved by the Contractor itself.

The Contractor is therefore required to have access to the relevant OEMs for the related equipment and systems, either directly or through the South African agents.

5.10.3.12 Reporting

Whilst the City will track the performance of the Contractor in terms of these Performance Elements, the Contractor is also required to record quotations, performance against project plans, support and maintenance tasks, response and repair times, and other measures for which it is directly responsible, for tabling and discussion at Review Meetings

5.10.3.13 Review Meetings

The City will regularly call and hold Review Meeting, not more than once per month. At these meetings, the performance of the Contractor in terms of these performance elements and the related measures and metrics will be presented and discussed, and any Penalties agreed. The status of current and proposed projects, outstanding quotations and orders, and other account-related matters may also be discussed.

Attendance at such Review Meetings is itself required in terms of this performance management system.

5.10.3.14 Project Meetings

The City will regularly call and hold Project Meetings, not more than once per week per project. At these meetings, the Contractor will be required to provide progress and status updates on the applicable project, including reporting on risks, issues and potential delays.

Attendance at such Project Meetings is also required in terms of this performance management system.

5.10.4 Performance Management Metrics

#	Performance Element	Performance Measure	Performance Metric	Penalty for non-compliance per instance
1	Contact Information	Schedule of Contact Information for key staff maintained at all times	Contact details are accurate, complete and current, as measured by random check	R1 000
2	Procurement Process	Adherence to the City's order, delivery, and payment processes	As evidenced by date stamp on Purchase Orders, GRN, SES, invoices and any other official document	R1 000
3	Project Quotations	Provide detailed project specifications and quotation	Delivered by the end of the fourteenth (14th) Business Day after the day that the City's requirements are provided, as evidenced by email date stamp	R1 000
4	Guarantee	Guarantee (repair or replace) on all equipment, parts and labour, on completion of each new installation	Twelve (12) Calendar Months from date of acceptance of each new installation	R1 000
5	Support & Maintenance Program	Provide *ad hoc* Support & Maintenance Services	Performed in terms of quotation provided	R1 000
		Prepare Support and Maintenance Program quotation	Delivered by the end of the seventh (7th) Business Day after the date of request, as evidenced by email date stamp	R1 000
		Adherence to the approved Support and Maintenance Program (if contracted)	Recurrent (scheduled) activities performed within 24 hours of scheduled date, as evidenced by SES date and time	R1 000
6	Emergency Repairs (if contracted as part of a Support & Maintenance Program)	Response Time: arrival on site	Business Hours: ≤ two (2) hours Any other time: ≤ four (4) hours	R2 000
		Maximum Time To Restore	Normal Service restored ≤ six (6) hours from arrival on site, whenever the Incident occurs	R5 000
7	OEM support	Availability of support Issue Resolution Time (3rd Level Support)	Always available when requested ≤ 48 hours (excludes time for replacement of components and parts)	R2 000
8	Availability	Uptime of equipment and systems	≥ 90% all hours (average of all systems)	R10 000
9	Reporting	Provide review and comment on Performance Metrics to the Urban Mobility Directorate	Provide comment on actual performance metrics with three (3) Business Days, when requested	R2 000

#	Performance Element	Performance Measure	Performance Metric	Penalty for non-compliance per instance
10	Review Meetings	Attendance by the Client Liaison / Account Manager at scheduled Review Meetings	As evidenced by signed meeting minutes or attendance register	R1 000
11	Project Meetings	Attendance by the Client Liaison / Account Manager or their authorised delegated representatives at scheduled Project Meetings	As evidenced by signed meeting minutes or attendance register	R1 000

The Supplier may make presentation to the City to relax penalties. Relaxation of any of the penalties is at the sole discretion of the City.

5.11 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.

5.12 FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report **(Schedule 12: Annex 3)**.
b) B-BBEE Sub-Contract Expenditure Report **(Schedule 12: Annex 4)**.
c) Joint Venture Expenditure Report **(Schedule 12: 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 R500.00 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 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.

5.13 TRADE NAMES OR PROPRIETARY PRODUCTS

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

5.14 EMPLOYMENT OF SECURITY PERSONNEL

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

5.15 FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than [R500] per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.

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

1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

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

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.

3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.

3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The Purchaser shall:

3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.

3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.

3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.

3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.

3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.

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

3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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

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

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

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

Add the following after clause 5.8:

5.9 **<u>Protection of Personal Information Act of 2013</u>**

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

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Delete clause 7.1 and replace with the following:

7.1 Within 14 (fourteen) days of Commencement Date the Supplier shall furnish to the Purchaser the performance security:

7.1.1 For the Guarantee Sum equal to R8 million (ex VAT) for the full term of the Contract.

7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at 13 August 2025 (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in Form of Performance Security/ Guarantee.

Delete clause 7.4 and replace with the following:

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier strictly in accordance with the terms and conditions set out in the Performance Security/ Guarantee.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

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

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

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

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

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

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **0 %** of the value of any one item being claimed.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations and the following conditions will be applicable:

LOCAL (RSA) TENDER CONTENT

- Pricelist / Quotation Based CPA: *Schedule F.1 (C)*
- STATS SA CPI Index Based CPA: *Schedule F.1 (D)*

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **2% of that project's value**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 ‘Country of origin’ means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 ‘Day’ means calendar day.

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

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

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

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

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

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

1.14 ‘GCC’ means the General Conditions of Contract.

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

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

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

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

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

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

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo	*Letterhead of supplier's Insurance Broker*

Date __________________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

***TENDER NO.**:* *2023/24*

TENDER DESCRIPTION:

NAME OF SUPPLIER: ____

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

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

Yours faithfully

Signed: ____________________

For: ____________________ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.
9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied 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	

ANNEX 1 (continued)

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	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0	R -

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR *DETAILS AND DEFINITIONS*

"Guarantor" means: ....

Physical address of Guarantor: ....

"Supplier" means: ....

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

Amount in words: ....

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

Amount in words: ....

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no …and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ....

Physical address of guarantor: ....

"Supplier" means: ....

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

Amount in words: ....

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

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

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

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

Amount in words: ....

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and

5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at ....

Date ....

Guarantor's signatory (1) ....

Capacity ....

Guarantor's signatory (2) ....

Capacity ....

Witness signatory (1) ....

Witness signatory (2) ....

Approved Financial Institutions as at 13 August 2025:

1.1 National Banks

ABSA Bank Limited

Firstrand Bank Limited

Investec Bank Limited

Nedbank Limited

Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC Citibank NA

Credit Agricole Corporate and Investment Bank HSBC Bank PLC

JPMorgan Chase Bank Societe Generale Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)

Bryte Insurance Company Limited

Coface SA

Compass Insurance Company Limited

Credit Guarantee Insurance Corporation of Africa Limited

Guardrisk Insurance Company Limited

Hollard Insurance Company Limited

Infiniti Insurance Limited

Lombard Insurance Company Limited

Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)

New National Assurance Company Limited

PSG Konsult Ltd (previously Absa Insurance)

Regent Insurance Company Limited

Renasa Insurance Company Limited

Santam Limited

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment

1. TENDER CONDITIONS

1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.

1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.

1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.

2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.

2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

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

IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)

F	**N/A**	ROE based CPA	Ad-Hoc	*Schedule F.1 (F)*
		AND (IF REQUIRED), EITHER		
G	**N/A**	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	*Schedule F.1 (G)*
		OR		
H	**N/A**	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	*Schedule F.1 (H)*

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

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

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

i. By email to: **to be advised**

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

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

TABLE F.1 (B).1: SEIFSA BASE MATERIAL AND LABOUR PRICES

NOT APPLICABLE

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

APPLICABLE

1. Tenderers /Suppliers that are not the manufacturer or original supplier of the tendered goods and whose tender prices are based on the price list/quotation of another company (manufacturer or other supplier) may apply Supplier / Manufacturer Pricelist / Quotation based CPA.

2. In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.

3. The tenderer shall further confirm the Manufacturer / supplier, Quotation date and reference number and applicable tender Items by completing Table F.1(C).1 below.

Table F.1(C).1: Price Schedule information for Manufacturers/Suppliers Price List(s)/Quotation

	Price List Information		
Manufacturer/ Supplier Name	**Price List/Quotation Date.**	**Price List/Quotation Reference Number**	**Pricelist applicable to Items as per C.4 Price Schedule**

4. During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.

5. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.

6. In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.

7. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.

8. Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.

9. The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:

   a) Copies of price lists upon which original tender prices were based (refer to clause 2, Table F.1(C).1 above) clearly indicating the item(s) according to C.4 Price Schedule.

b) The new price list (*from the same Supplier / Manufacturer as originally tendered)* on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.

c) Detailed calculations indicating how the “adjusted” price was calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(C).2, is what is required.

d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.

10. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.

11. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application

12. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 3 above.

13. The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.

14. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.

15. In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(C).2 – Pro Forma Table for Adjustments in price where the Supplier is not the Manufacturer)

C.4 Price Schedule Item No.	**Original Tender Price**	**Previous and New Price List Information**					**New Contract Price (Excl. VAT)**
		Manufacturer/ Supplier	**Material no.**	**Price as per previous Manufacturer/ Supplier Price List (Excl. Vat) Price List Date:________**	**Price as per new Supplier/ Manufacturer Price List (Excl. Vat) Price List Date:_____________**	**Difference between the previous and new manufacturer Price list (C)-(B)**	
	(A)			**(B)**	**(C)**	**(D)**	**(A)+(D)**

**When submitting the first request for price adjustment, use the tender price as per C.4 Price Schedule.*

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

APPLICABLE

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.

2. A minimum of 10% of the tender price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.

3. A total of 90% of the tender price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.

4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

   5.1 CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
      a) The base month for the price adjustment being two (2) calendar months prior to Commencement Date of Contract; and
      b) The end month shall be two (2) calendar months prior to the 12th month.

   5.2 CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
      a) The base month for the price adjustment shall be two (2) calendar months prior to the 13th month; and
      b) The end month shall be three (2) calendar months prior to 24th month.

   5.3 The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)

6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 36th of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 25th month) and end date (3 calendar months prior to 36th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

NOT APPLICABLE

F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST

NOT APPLICABLE

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES

NOT APPLICABLE

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms ___________________________, of the authorised entity ________________, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule, the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: ____________________________

   Financial Institution: __________________________

   Branch Code: _______________________________

   Account No.: _______________________________

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

2.2 If YES, provide particulars:

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

YES		NO	

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

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

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

YES		NO	

If YES, furnish particulars below

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

____________________________ ____________________________

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

(a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table B2: Awards above R50 mil (VAT Inclusive)

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm……………………………………………………………………

5.4 Company registration number: ………………………………………………………...

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

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

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

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

Notes for Verification:

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

- SG1 – Specific Goal 1
  <u>Promotion of Micro and Small Enterprises</u>
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  <u>Enterprise Supplier Development and Socio-Economic Development</u>
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 “THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

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

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  <u>Skills Development</u>
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 “THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total Profit
  Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  <u>Employee Share Scheme</u>
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

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

Table 3:

Signature and Stamp	**Date**	**Name and Surname**	**Address**

Note 1

1.1 Tendering entity that undergoes B-BBEE verification

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

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

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

Note 2

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

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

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

Insert Table B

Note 3

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

I, the undersigned,

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

Hereby declare under oath as follows

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

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

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

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

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

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

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

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

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

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

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:** (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable**

	option). (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).** (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

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

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

1. No bid will be accepted from:
   1.1 persons in the service of the state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
   1.4 from an entity who has employed a former CCT employee who was at a level of T14 of higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
      1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
   1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
      1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
      1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
      1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of tenderer or his or her representative: ___________________________________

   3.2 Identity Number: ____

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): ______________________

   3.4 Company or Close Corporation Registration Number: __________________________________

   3.5 Tax Reference Number: ____

   3.6 VAT Registration Number: ____

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**
      3.8.1 If yes, furnish particulars: ____

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
      3.9.1 If yes, furnish particulars: ____

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.10.1 If yes, furnish particulars: ____

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
      3.11.1 If yes, furnish particulars: ____

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
      3.12.1 If yes, furnish particulars: ____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: ____

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

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

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

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

Full Name	Identity Number	State Employee Number

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

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

_______________________________ _______________________________

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

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

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

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

______________________________ ______________________________

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

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

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

____________________________________ ____________________________________

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

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

To: THE CITY MANAGER, City of Cape Town

From: ________________________
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **38S/2026/27** and tender description: **Technologies for the Enablement of Smart Transportation in Cape Town** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;

4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;

5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.

6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_________________________________ _________________________________

Signature
Print name: Date
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 F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

Date

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

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	**Title of Document or Description (refer to clauses / schedules of this tender document where applicable)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

Date

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

The following information shall be provided with the Tender:

a. [The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules.

b. Tenderer's supplier pricelists for the equipment offered per the pricing schedules (schedules A1 to A6 and B1 to B3 and D).

c. Supporting information for the Mandatory Compliance Requirements of Schedules F.13A, F.13B and F.13C (including, but not limited to, proof of PSIRA registration and proof of OEM Partner status for relevant OEM's).

d. Curriculum Vitae and Organogram of all proposed personnel. (refer to Clause 5.6.2).

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

Schedule F.13A: Compliance to Mandatory Requirements

F.13A. Mandatory Compliance Requirements

In addition to compliance with the general procurement conditions of the City of Cape Town, tenderers are required to respond to and comply to all of the following mandatory questions, as applicable to those schedules to which the tenderer is submitting a response. Only those tenderers which comply with all of the mandatory requirements will be considered to be 'responsive', and will therefore be considered for participation in the full tender evaluation. Compliance to the Mandatory Compliance Requirements are to be indicated in this Schedule F.13A, along with supporting documentation where applicable.

Use the following guidelines:

- Complete the tables below by indicating your company's ability and willingness to comply with each requirement.
- Tenderers are required to explicitly mark either "Comply" or "Do Not Comply" against each and every mandatory requirement. Failure to do so will be taken as a "Do Not Comply" statement. Indicate compliance or non-compliance with a 'tick' (√) in the appropriate box.
- Where requested, please provide supporting information to substantiate your response in the text box following the compliance question.
- Answer each mandatory question in its entirety and insert your responses into the appropriate box in this document and expand your answers where necessary. Please respond fully to each question before proceeding to the next question. Do not place additional information in an appendix or annexure; rather place any additional answer to the question using the following numbering convention:
- If the answer for a question is on page 10, you may append any further answer pages with the question clearly referenced at the top of the page and the page should be numbered 10.1, 10.2, etc. at the bottom of the page (please see positioning and numbering convention of this document);
- In terms of providing available documentary evidence, details of any additional documentation provided should be included in schedule F.13 (List of other documents attached by tenderer) and clearly referenced in your answer page/s in its respective area
- If you feel that a question overlaps another question, then it is recommended that you repeat your answer. Failure to comply with a mandatory requirement will make a bid non- responsive.

F.13A.1. Acceptance of Performance Level Requirements

The tenderer must indicate its acceptance of the City's Performance Management requirements as applicable in the Performance Elements, Measures and Metrics in section 5.10.
Please indicate your compliance:

Yes (acceptance)	
No (no acceptance)	

F.13A.2. Properly Staffed Office

The tenderer must maintain a properly equipped and staffed office from which it will service the City's account. "Properly staffed" means that at least two business staff, two technical staff and one administrative staff are full time based at this office and involved with the day to day operations.
Please indicate your compliance, and provide the requested supporting information:

Yes (acceptance)	
No (no acceptance)	

Please provide the physical address where your office is located: Please use this space to further support your claim with any information that you deem relevant:

F.13A.3. Account management

The tenderer must make available at least one sales account manager to service the City's account, based at the office location as above. This person will be responsible for overall management of the account as well as for the generation of specifications and quotes.
Please indicate your compliance, and provide the requested supporting information:

Yes (fully compliant)	
No (not compliant)	

Please provide the name of the provisional Account Manager: Please use this space to further support your claim with any information that you deem relevant, and include the CV of the provisional Account Manager in Schedule F.13:

F.13A.4. Service provider transition

The tenderer should be capable of planning and executing the initial take-on of the required support, maintenance and emergency repair functions and responsibilities so as to ensure a seamless transition for the prior service provider. The tenderer must also be willing to support migration-out at the end of the contract.
Please indicate your willingness, and provide the requested supporting information:

Yes (willing)	
No (not willing)	

Please provide details if required: Please use this space to further support your claim with any information that you deem relevant:

F.13A.5. Vendors OEM Partner Status

Tenderers are referred to T2 Conditions of Tender, paragraphs 2.2.1.1.6.

The tenderer, JV partner or subcontractor must be a currently approved partner of the original equipment manufacturer(s) of the equipment offered under Schedule A – Physical Infrastructure and Schedule B- Digital Infrastructure (hardware and software).

Tenderers must provide the required evidence (i.e. Partner Certificate) with this schedule, indicating type of partner, e.g. Platinum, Gold, Silver. If in the name of a subcontractor, a signed undertaking from the subcontractor must be submitted at tender closing undertaking to perform the works related to the OEM to which it is registered.

F.13.A.6. PSIRA Registration

Tenderers are referred to T2 Conditions of Tender, paragraphs 2.2.1.1.5.

The tenderer, JV partner or subcontractor must be PSIRA registered. The Tenderer must submit a valid PSIRA certificate at time of tender closing or proof of renewal of registration. If in the name of a subcontractor, a signed undertaking from the subcontractor must be submitted at tender closing undertaking to perform the CCTV related works.

F.13.A.7. Demonstrated experience of the tendering entity

Where the entity tendering is a Joint Venture, consortium or partnership, 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, consortium or partnership (appended to Schedule F.13B). The demonstrated experience of each party to the joint venture, consortium or partnership will used for evaluation of eligibility in those aspects of work that will be undertaken by each party.

The minimum requirements for the combined demonstrated experience is the following:

a. the Tenderer must have successfully implemented projects within the past 3 years in terms of CCTV WITH associated Video Analytics related to People and Vehicle Counting to a combined minimum value of R10 million exclusive of VAT; and

b. the Tenderer must have successfully implemented projects within the past 3 years related to Data/Network Centre Supporting Systems Implementations WITH associated HVAC, electrical reticulation, UPS and generator installations with a combined minimum value of R15 million exclusive of VAT

c. the Tenderer must have successfully implemented software development projects within the past 3 years related to Bespoke Transport Software Development Projects WITH associated data analytics and dashboarding with a minimum combined value of R10 million exclusive of VAT.

Requirements a, b and c above may be met using the same projects, or it may be different projects.

The tenderer must complete Schedule F.13B to provide more details to support compliance to these requirements.

The tenderer must provide proof of successful implementation of the projects in the form of a taking over certificate or a letter from the client indicating that the project was successfully implemented, appended to Schedule F.13B.

Please indicate your compliance:

Yes (fully compliant)	
No (not compliant)	

F.13.A.8. Demonstrated experience and qualifications of key personnel

In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender and throughout the contract period or for as long as indicated below. Alternatively a letter of undertaking from an individual confirming they undertake to attend to the specific role if awarded.

Alternatively, a signed undertaking from a subcontractor having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a subcontractor agreement throughout the contract period, will be acceptable.

Such undertakings detailing the duration of the undertaking and guarantee of skills must be appended to Schedule F.13C: Details of qualifications and experience of key personnel.

The tenderer is referred to clause 2 of Schedule 3: Preference Schedule regarding sub-contracting.

The tenderer must provide the qualifications and experience of a single individual only for each of the roles listed below, with each proposed assignment indicated in Schedule F.13C. The project manager role may be shared with one other role.

a) Senior Technician
- NQF Level 6 or equivalent qualification
- Advanced IT infrastructure course certificate
- OEM training certified
- 3-5 year relevant experience with similar installations after qualification

b) Solutions Architect
- NQF Level 7 or equivalent qualification
- Advanced IT Infrastructure course
- OEM training certified
- 5-10-year relevant experience with similar installations after qualification

c) Professional Engineer
- NQF Level 7 qualification in Electrical/Electronic Engineering
- ECSA registered Professional Engineer – Pr Eng
- 8 to 12 years relevant experience after qualification

d) Senior Project Manager
- NQF Level 6 or equivalent qualification in Project Management
- 5-10 years system integration project management experience after qualification

e) Senior Software Developer
- NQF Level 6 or equivalent qualification in Comprehensive Programming; or
- NQF Level 7 or equivalent qualification in Information Technology or Commerce Information Systems
- 3-5 years software development experience after qualification

f) Senior CyberSecurity Professional

- NQF Level 7 or equivalent qualification
- Fortinet Certified Professional
- 3 – 5 years relevant experience after certification

The *curriculum vitae* and proof of qualifications of all key personnel must be submitted with the tender proposal, appended to Schedule F.13C: Details of qualifications and experience of key personnel. The bidder is responsible for ensuring the qualifications provided for the above personnel are SAQA verifiable or that the equivalency level of the qualifications meets the SAQA requirements as indicated above, if requested. Experience of key personnel must be clearly demonstrated in the supporting documents provided.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer. Key personnel may not be replaced during the tender process, but with the approval of the Employer may be replaced after tender award during the contract negotiation.

Refer to the detailed specification (Part 5.6) for more detailed descriptions of the key personnel in the list above.

Please indicate your compliance:

Yes (fully compliant)	
No (not compliant)	

SIGNED ON BEHALF OF TENDERER: . . . .

Schedule F.13B: Demonstrated Experience

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to it and those currently being undertaken.

Should the overall project still be in progress, however the Scope of Works the bidder wish to rely on is completed, sufficient proof of the project status must be submitted, e.g. partial/full commissioning certificate, completion certificate, partial/full takeover certificate or equivalent.

Refer to the clause on demonstrated experience of the tenderer in the Mandatory Compliance Requirements, in the conditions of tender clause 2.2.1.1.7.

F.13.B.a CCTV with Associated Video Analytics					
EMPLOYER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m) INCLUDING VAT	PROJECT START DATE Month/Year	PROJECT END DATE Month/Year	PROOF OF SUCCESSFUL IMPLEMENTATION ATTACHED Yes/No

F.13.B.b Data/Network Centre with associated Supporting Systems

EMPLOYER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m) INCLUDING VAT	NUMBER OF NETWORK POINTS	NUMBER OF WIFI ACCESS POINTS	PROJECT START DATE Month/Year	PROJECT END DATE Month/Year	PROOF OF SUCCESSFUL IMPLEMENTATION ATTACHED Yes/No

F.13.B.c SOFTWARE DEVELOPMENT with Associated Data Analytics					
EMPLOYER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m) INCLUDING VAT	PROJECT START DATE Month/Year	PROJECT END DATE Month/Year	PROOF OF SUCCESSFUL IMPLEMENTATION ATTACHED Yes/No

Number of sheets appended by the tenderer to this Schedule..........................(If nil, enter NIL). **Note that sheets appended to this schedule must reflect the column headings in the form template above.**

Note that only projects of a Smart City Technologies nature are allowed to be filled in to this schedule and must be reflected in the nature of work column. Note that

projects listed above must be completed with the main tendering entity as main contractor on the project. Should the main tendering entity not have

been the main contractor on the project, a work breakdown and responsibility matrix should be submitted clearly indicating that the tendering entity attended to the experience they wish to rely on.

SIGNED ON BEHALF OF TENDERER: . . . .

Schedule F.13C: Details of Qualifications and Experience of Key Personnel

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted, as stated in the conditions of tender clause 2.2.1.1.7.

Detailed CV's must be included for all Staff and will be used to verify compliance of the key personnel to the requirements. If the provided CV's do not supply sufficient information to confirm compliance to the key personnel requirements, the offer will be deemed non-responsive.

Only the Project Manager role may be shared with one of the other roles.

Role	Name of proposed person	Highest Qualification	Years Relevant Experience
Senior Technician			
Solution Architect			
Professional Engineer			
Senior Project Manager			
Senior Software Developer			

The bidder is responsible for ensuring the qualifications provided for the above personnel are SAQA verifiable or that the equivalency level of the qualifications meets the SAQA requirements, if requested.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer. **Key personnel may not be replaced during the tender process, but with the approval of the Employer may be replaced after tender award during the contract negotiation.**
Note that sheets appended to this schedule must reflect the column headings in the form template above.

Number of sheets appended by the tenderer to this Schedule .... (If nil, enter NIL).

<u>SIGNED ON BEHALF OF THE TENDERER</u>: . . . .

Schedule F.14: Appeal Application

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: ______________

DATE: ____________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

Annexure G: IT Architecture Guide For Tender Processes

1. INTRODUCTION

The IT Architecture section serves three purposes:

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

Section B: allows the vendor to provide the City of Cape Town's IT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the City.

Section C: allows the vendor to provide the City of Cape Town with further requirements specific to the tender.

2. SECTION A: GENERAL ARCHITECTURAL STANDARDS

Current City of Cape Town's Information Technology Environment

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

a) SAP for structured business processes which covers the City's back-office systems.

b) Microsoft for unstructured business processes which covers the standardisation of the desktops and backend servers on Microsoft technology

c) Esri for Spatial, which covers the implementation of ArcGIS Enterprise Environment desktop and backend servers.

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

Technology Domain	Software Vendor	Current Standard Minimum	Status
Anti-virus software	Microsoft	Microsoft Defender for Endpoint as the minimum standard	Current
		Microsoft Defender for Servers	Current
Authorisation and Authentication	ESRI	Named User Authentication 10.7.1	Upgrading (no new requirements)
		Named User Authentication 11.3.0	Current
	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)	Current
	SAP	SAP ABAP NetWeaver Authorisation	Current
		SAP Business Objects Authentication	Current
		SAP Cloud Identity Authentication & Authorisation	Current
		SAP HANA Enterprise Authentication & Authorisation	Current
Cybersecurity, Fixed Networks Security	Citrix	Citrix NetScaler	Current
	Palo Alto	Palo Alto	Current
Database	ESRI	ArcGIS geodatabase version 10.7.1	Upgrading (no new requirements)
	Microsoft	MS SQL 2019	Current
	Open Source	MariaDB 10 (minimum)	Current
	Oracle	Oracle 19C	Current
	SAP	SAP HANA 2.0 SP03	Current

Front End Services and Endpoint computing	ESRI	ArcGIS Pro 2.92 (minimum standard)	Current
		ArcMap 10.7.1 Suite- ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Upgrading (no new requirements)
		ArcMap 11.3 Suite- ArcGIS System	Current
	Microsoft	Exchange 2016 (Email) – changing to Office 365 through the CAR Project.	Upgrading (no new requirements)
		Exchange Online	Current
		Microsoft 365	Current
		MS Edge Chromium as the minimum standard browser	Current
		Office Professional Plus 2016 as the minimum standard - Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace	Upgrading (no new requirements)
		Office 365	Current
		SharePoint 2016	Upgrading (no new requirements)
		Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) – changing to Teams and Office 365 over the coming years through the CAR Project.	Upgrading (no new requirements)
		Teams	Current
		Windows 10 64-bit Professional – changing to Windows 11 in the coming years through the CAR Project.	Upgrading (no new requirements)
		Windows 11	Current
	SAP	SAP GUI 8.50 (minimum standard)	Current
		SAP Netweaver 7.5	Current
Middleware / Integration	ESRI	ArcGIS API for JavaScript 3.x/4.x	Current
		ArcGIS Desktop 10.7.1 AddIns	Current
		ArcGIS Pro SDK AddIns	Current
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
		ArcObjects C# SDK 10.7.1	Upgrading (no new requirements)
		Esri Mediator – Integration of PVC objects with SAP LUM	Current
	Microsoft	ASP.NET, MVC Web API, WCF Web Services (WDSL & JSON/XML REST)	Current
	None	WCF	Current
		Web API	Current
	SAP	GEO.e – Integration of Transport assets with SAP PM and FI	Current
		GIS iSAP Portal	Current
		SAP Process Orchestration NetWeaver 7.5 (minimum standard)	Current
Mobile field devices	Google (Open Source)	Android 10 (and above is not supported at present)	Current
		Android 4.4.4 operating system (minimum standard)	Current

	SAP	Agentry	Current
		FIORI	Current
		SAP Afaria 7 mobile management system (minimum standard)	Current
		UI5	Current
Non SAP Applications and Databases on VM	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
Operating System	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
	Microsoft	Microsoft Windows Server 2019	Current
	Open Source	RedHat Enterprise Linux (RHEL) 7.5	Current
		SUSE Linux Enterprise Server 12 SP4	Current
	SAP	SUSE Linux Enterprise Server 15	Current
Portal / Web Hosting	ESRI	ArcGIS Portal Version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
	Microsoft	Windows 2019+ Server Running IIS 8.5 as the minimum standard	Current
	None	HTTPS	Current
	Open Source	Apache 2.4 (minimum)	Current
		Tomcat 8.5 (minimum)	Current
	SAP	SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP)	Current
		SAP Java NetWeaver Portal	Current
Program Development	ESRI	ArcGIS API for JavaScript 3.x/4.x	Current
		ArcGIS Pro SDK,	Current
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
		ArcObjects C# SDK 10.7.1	Upgrading (no new requirements)
	Microsoft	.NET Framework 4.8 (minimum standard)	Current
	None	REST	Current
		WCF and Web API Services,	Current
	Open Source	OpenJDK	Current
	Oracle (Open Source)	JavaScript	Current
	SAP	SAP ABAP NetWeaver 7.4	Current
		SAP Business Objects 4.n	Current
		SAP HANA 2.0 Enterprise Platform	Current
Records Management		Public Sector Records Management SAP NetWeaver 7.4	Current
Security and Business Continuity	AppViewX	AppViewX CERT+ for Non-MS certificates and lifecycle management	Current
	Cohesity / Veritas	Cohesity Alta SAAS Protection (ASP)	Current
	ESRI	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Upgrading (no new requirements)

	IBM	IBM tape libraries for long term data retention	Current
	Microsoft	Defender for Office attack simulation and training	Current
		Microsoft Active Directory Certificate Services (ADCS) 2022	Current
		Microsoft Defender for Cloud	Current
		Microsoft Defender for Cloud Apps	Current
		Microsoft Purview Information Protection	Current
	Tenable	Tenable.IO (aka Tenable Vulnerability Management for WAS scans	Current
		Tenable.SC for vulnerability management	Current
	Veritas	Veritas Flex backup appliances for disk based backups	Current
		Veritas NetBackup 10.1	Current
	Veritas / Cohesity	Veritas Access appliances for long term data retention	Current
Server Management	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
	Microsoft	System Centre Suite 2016	Current
	SAP	SAP Solution Manager 7.2	Current
Server Virtual Machines	IBM	IBM Power Series 10 Virtual Machine	Current
	Microsoft	Microsoft Hyper -V	Current
	Oracle	Oracle Virtualbox 5 (minimum)	Current
Supported File transfer Protocols	None	Secure File Transfer Solution (SFTP), FTPS	Current

MINIMUM NETWORK STANDARDS

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

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

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

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

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

MINIMUM DESKTOP HARDWARE STANDARDS

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

Component	**Standard**
Processor	Intel® Core™ i5-8500
Memory	8GB
Chip Set	Q370 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
Windows Operating System	Windows 10 Professional Edition
Hard Drive	320GB HDD
Graphics	Intel HD 4600
Memory Slots	2

MANDATORY AND COMPULSORY STANDARDS

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

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

OPTIONAL PREFERRED STANDARDS

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

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

UNSUPPORTED STANDARDS

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

- Active X Controls – the managed desktop environment does not permit these.
- Mapped Network Drives or UNC paths between workstations and application servers.
- Mapped Network Drives between application/web/database servers.
- Mapped Network Drives or UNC paths between workstations.
- IP addressing - use DNS addressing instead.
- Application and database on the same server.
- Microsoft Access developed applications local or on a server.
- Applications written in such a manner whereby usernames and password are embedded in the application code.

- Thin client solutions such RDS and Terminal Servicer.
- Oracle Java JDK or SE not supported.

FURTHER ON-PREMISE VS CLOUD STANDARDS

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

Not Cloud First, nor Cloud Last.

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

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

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

On-Premise

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

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

Cloud

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

Data and Intellectual Property: Ownership of the City of Cape Town's Data and Intellectual Property will always reside with the City of Cape Town.
Data Access
Upon termination of the contract how will the City of Cape Town's data be made available to the City?
During the duration of the contract will you provide a daily copy of the City of Cape Town's data to the City to be hosted and productively accessed from the City's on premise data centres? (providing a binary blob is the very opposite of "productively accessed")
Post the termination of the contract will the data provided in a. and b. continue to be productively available to the City of Cape Town and no extra cost in a perpetual read only type licence?
Service Provider Transition
Upon termination of the contract how will you the incumbent Service Provider transition to the City of Cape Town's replacement Service Provider, with minimal impact and cost to the City's operations?
How long with this transition take?
What will the cost of this transition be?
Security
What steps will you take to secure the City of Cape Town's data and systems provided by your cloud solution?

What security standards will you comply with?
How frequently will you update your security posture e.g. apply patches?
How will you respond to security breaches and how long will you take to remedy security breaches?
Audit
What audit steps will you take to provide assurance on the City of Cape Town's data and systems provided by your cloud solution?
Will you be appointing an independent audit service provider to audit City of Cape Town's data and systems provided by your cloud solution?
What audit standards will you comply with?
How frequently will you or your independent audit service provider audit the City of Cape Town's data and systems provided by your cloud solution?
Will you allow the City of Cape Town's auditors to the City's data and systems provided by your cloud solution?
How will you respond to audit findings and how long will you take to remedy such audit findings?
System Performance
What steps will you take to ensure the system performance of City of Cape Town's systems provided by your cloud solution?
Will you be making any guarantees about system performance?
Will you be making any guarantees about system uptime and availability?
How and how frequently will you be reporting on system performance and uptime?
How will you remedy problems with system performance and uptime?
How quickly will you remedy problems with system performance and uptime?

Annexure H: Reference Letter Template

With Reference to T.2 Conditions of Tender, paragraph 2.2.1.1.4 and 2.2.1.1.7 the following client reference letter template shall be used where applicable.

Supply Chain Management
E: scm.tenders08@capetown.gov.za

CLIENT DETAILS

Name of Client/Organization	
Contact Person	
Position	
Telephone Number	
Email Address	
Physical Address	

TENDERER DETAILS

Name of Tendering Entity	

PROJECT INFORMATION

Project Name	
Project Location	
Nature of Work Undertaken	
Total Contract Value (ZAR) Excl. VAT	R.
Was the project undertaken as part of a Joint Venture (JV)?	☐ Yes ☐ No
If Yes, value of work undertaken by the above-mentioned tendering entity	R.
Year of Completion	
Project duration (Start date & Completion Date)	

PERFORMANCE COMMENT (Comment on the project success, financial and quality management. Also give indication on Tenderers professionalism, communication and any other traits that contributed to the project)

To the best of my knowledge, the information provided above is true and correct.

Yours faithfully,

Name	------------------------------------	Organisation Stamp
Position	------------------------------------	
Signature	------------------------------------	
Date	------------------------------------	