


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 1 of 145

TENDER NO: 136S/2022/23

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY

CONTRACT PERIOD: FROM COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 1 MARCH 2024

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER: 146**

TENDER FEE: **R 200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	XX November 2023
SITE VISIT/CLARIFICATION MEETING	:	10h00 on XX November 2023 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Skype
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement “TENDER NO. 136S 2022/23: SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

[Name: Kyle Fourie

Email: kyleconrad.fourie@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint a Main Service Provider and a Standby Service Provider for this contract. The Standby Service Provider will only be utilized, when and if, the Main Service Provider defaults during the contract period. The Standby Service Provider will be given one (1) months' notice to set up and commence with the contract. If insufficient responsive bids are received, the CCT reserves to not appoint a tenderer at all.

The contract period shall be from the commencement date of the contract until 30 June 2031.

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

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

Services Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

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

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

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

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

Via fax at: 086 202 9982

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

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).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers due diligence assurance provider and the Appeal Authority

2.1.6.7 Compliance to the City's Appeals Policy.

"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious 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. . Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.*

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the

resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Tenderers must provide documentary proof of the following at the time of tender closing:

- a) Valid Private Security Industry Regulatory Authority (PSIRA) certificate in the name of the tendering company (Certificate must be valid at the time of closing of the tender).
- b) Valid Letter of Good standing from PSIRA (Letter of Good Standing must be valid at the time of closing of the tender).

Tenderers failing to provide the above documents, will be deemed non-responsive.

2.2.1.1.4 Compulsory clarification meeting - NOT APPLICABLE

2.2.1.1.5 Minimum score for functionality - NOT APPLICABLE

2.2.1.1.6 Provision of samples - NOT APPLICABLE

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly

marked "Alternative Tender" in order to distinguish it from the main tender offer.

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Broad-Based Black Economic Empowerment

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

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

2.2.19.2 Evidence of tax compliance

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status PIN number/s.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such

other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

- based on the sum of the prices/rates in relation to a typical project/job.

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1.5 points >0% - 25% women ownership: 0.5 points 0% women ownership = 0 points	3	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1.5 points >0% - 25% black ownership: 0.5 points 0% black ownership = 0 points	3	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 point >0% - 2% ownership: 0.5 point 0% ownership = 0 points	1	<ul style="list-style-type: none"> Proof of disability Company Registration Certification
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover
	Total points	10	

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation,

- c) expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) 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
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

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

2.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 136]/2022/23

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY

CONTRACT PERIOD: FROM COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 136S/2022/23 SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY]

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 136S/2022/23 SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY]

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....
.....
.....

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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

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

(5) PRICE SCHEDULE

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Pricing of all hardware equipment supplied must remain the same irrespective of the size of the vehicle it is installed in.
- 5.9 Tenderers must include, if applicable, any software and licensing costs in the tender pricing. No additional software and licensing costing will be considered.
- 5.10 **Tenderers to note that the following should also form part of the monthly Basic on board computer (OBC) costs. The following is inclusive, but not limited to:**
- IT components (software, hardware and network connectivity) that supports the OBC.
 - Training
 - Data storage (cloud)
 - The cost of all de-installation of rental units, when required during the contract period, shall be included in the tender pricing.
 - The cost to install the driver tag readers (standard or kangaroo) shall be included in the tender price.
 - The cost to install and commission the sensors shall be included in the tender price.
 - The installation and maintenance cost for all data lines shall be the responsibility of the tenderer. Tenderers shall include these costs in their tender pricing.
 - The cost of all software and licensing shall be included in the tender pricing.
 - For all software and hardware tendered for, all licensing costs must be included in the rental price in the pricing schedule. No annual license fees will be considered.

INITIALS OF CITY OFFICIALS		
1	2	3

TENDER NO:

- All costs associated with post go live support, which fixes bugs.
- All costs associated with post go live application, time and material enhancement
- For tracking and managing vehicles (assets) and in field devices, google maps or equivalent, licenced for corporate use, shall be used. Tenderers are to include the cost thereof in the tender pricing.
- All the costs associated with ongoing training for in field and web application users must be included in the tender price as no additional costs will be considered by the City of Cape Town.
- All the costs for GSM data via the APN for fleet tracking and management shall be included in the tender pricing.
- All the costs associated with a vehicle recovery service must be included in the tender price as no additional costs will be considered by the City.
- Tenderers must include the costs required to achieve the Performance Measurement requirements in their pricing in the pricing schedule.

5.11 **Tenderers must price for items 1.1, 1.2, 1.3, 1.4, 1.5, 2.1, 2.2, 3.1.1, 3.1.2, 3.1.3 to be considered responsive for this tender.**

5.12 Tenderers are to note that submitting prices for items 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 5.1 and 5.2 are optional and will not form part of the evaluation process.

5.13 The tenderer's monthly rental price must be inclusive of all system (software and hardware) upgrades and updates required to keep up with latest technology.

INITIALS OF CITY OFFICIALS		
1	2	3

TENDER NO:

ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	PRICE PER UNIT (EXCL. VAT) (R)
1	MANDATORY OBC EQUIPMENT INSTALLATION (<i>once off</i>)		
1.1	Installation of basic OBC (Fleet management and vehicle recovery service (with GPS/GSM))	Per Unit	
1.2	Installation of Early warning system upgrade	Per Unit	
1.3	Installation of Wireless RF tracking unit	Per Unit	
Tenderers to note: The cost of all de-installation of rental units when required during the contract period shall be included in the tender pricing under Items 1.1, 1.2 and 1.3.			
MANDATORY OBC EQUIPMENT SUPPLY			
1.4	Dallas tag (or equivalent)	Per Unit	
1.5	Dallas tag programmer (or equivalent)	Per Unit	

ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	RENTAL PRICE PER UNIT (EXCL. VAT) (R)
2	MANDATORY OBC EQUIPMENT SERVICES (<i>Rental</i>)		
2.1	Basic OBC (Fleet management and vehicle recovery service (with GPS/GSM)) (inclusive of access of COCT staff for back end services for monitoring and managing)	Per Unit per Month	
2.2	Wireless RF tracking unit	Per Unit per Month	

ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	PRICE (EXCL. VAT) (R)
3	SPECIALIST		
3.1	BI Resources (integration requirements, any activity that requires an API (access point integration) or passing of data to a COCT's back end); customization required.		
3.1.1	Senior BI Analyst	Rate per Hour	
3.1.2	BI Analyst	Rate per Hour	
3.1.3	Junior BI Analyst	Rate per Hour	

INITIALS OF CITY OFFICIALS		
1	2	3

TENDER NO:

ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	PRICE PER UNIT (EXCL. VAT) (R)
4	OPTIONAL EXTRAS HARDWARE		
4.1	Automatic Speed Limiter	Per Unit	
4.2	Remote Speed Limiter	Per Unit	
4.3	Dash Camera	Per Unit	
4.4	Camera capable of recording odo LPR.	Per Unit	
4.5	Proximity cameras (360 degree).	Per Unit	
4.6	RF Tracker (Device used to locate RF unit)	Per Unit	
4.7	System Enhancements (Hardware)	Once-off	

ITEM NO.	DESCRIPTION	UNIT OF MEASUREMENT	PRICE PER UNIT (EXCL. VAT) (R)
5	OPTIONAL EXTRAS SOFTWARE		
5.1	System Integration with any COCT's systems/applications (Software)	Once-off	
5.2	System Enhancements (Software)	Once-off	

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

2.2 If YES, provide particulars:

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

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

TENDER NO:

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

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

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

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

- 4.1 If YES, furnish particulars below

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

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

Date

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state:**
- (a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals
- 1.4 **-To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

TENDER NO:

that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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 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 the 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 preference point system.

TENDER NO:

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

TENDER NO:

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

TENDER NO:

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

'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 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

TENDER 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 <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.

8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.

8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.

8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.5 CONTRACT PRICE ADJUSTMENT MECHANISM:

Tenderers may request price adjustments based on clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

Prices will remain fixed for the first twelve (12) months from date of commencement of contract, thereafter contract price adjustments in accordance to Supplier/Manufacturer Price List annually.

☐ Any claim for an increase in the Contract price shall be submitted in writing to the:

Director Supply Chain Management, City of Cape Town,
P O Box 655, Cape Town, 8000
or

By email to: CorporateFleet.Contracts@capetown.gov.za and Unathi.Mxatule@capetown.gov.za fifteen (15) days prior to the month upon which the price adjustment would become effective.

☐ Tenderers must supply the following documentation when applying for a price variation:

- The price list that the tender was based upon clearly indicating the item numbered according to the tender pricing schedule.
- The new price list clearly indicating the item according to the tender pricing schedule from the same supplier/manufacturer from date of tender.
- Detailed calculations indicating how the "new" price is established.
- Covering letter on a letterhead from contractor requesting the variation.
- All documentation to be signed by relevant parties.
- The calculations must be submitted on an excel spreadsheets together with a pdf signed spreadsheet.

The example below of the spreadsheet is what is required.

Item no.	Description	Material No	Tender Price For first request, use tender price, for subsequent requests, use new Supplier/Manufacturer contract price	Old Supplier/Manufacturer Price List dated..... (Excl. Vat)	New Supplier/Manufacturer Price List dated..... (Excl. Vat)	Difference between the old and new manufacturer Price list	New Contract Price (Excl. VAT)
1							
2							

TENDER NO:

- ☐ The effective date of any price increases granted will be at the date when all the abovementioned documentation is submitted or in exceptional circumstances at the discretion of the Contract Manager.
 - ☐ In instances where the Service Provider's price claimed is less than entitled, the lesser price will be accepted.
 - ☐ Only the difference in cost will be allowed to be varied and under no circumstances may the Service Provider increase their profit margin.
 - ☐ In the event of a Service Provider changing their supplier/manufacture during the tenure of the contract, any request for price variations will not be considered unless the Service Provider obtains prior approval from the City.
 - ☐ Process that will be followed:
 - Service Provider submits all the documentation indicated above prior to the effective date of the variation.
 - The City will consider the variation and based on the documentary evidence, the City may approve the variation.
 - Letters authorising the price variation will be communicated to the Service Provider indicating the effective date.
 - All purchase orders from the effective date will be generated at the approved contract price. Purchase orders placed prior to the effective date will not be varied.
 - ☐ The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.
 - ☐ When submitting a claim for contract price adjustment a Service Provider shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.
 - ☐ The CCT reserves the right to request the Service Provider to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment.
- Should the Service Provider fail to submit such auditor's certificates or other documentary proof to the CCT within a period of 30 (thirty) days from the date of the request, it shall be presumed that the Service Provider has abandoned his claim.
- ☐ The CCT reserves the right to apply the indices available at the date of the claim submitted by the Service Provider.
 - ☐ All purchase orders for the contracted goods shall be issued at, and the Goods supplied, invoiced and paid for at the contract unit prices approved for that period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.

THE TENDERER IS REQUIRED TO COMPLETE THE TABLE BELOW:

Item no. as per the Pricing Schedule	Description as per the Pricing Schedule	Name of Supplier / Manufacturer	Date of Price List / Quotation upon which is based	Price List / Quotation Reference Number

LABOUR RATES – CPI (Applicable to Items: 1.1, 1.2, 1.3, 3.1.1, 3.1.2, 3.1.3)

The Contract Price, as per GCC, shall remain Firm for the first 12 months from date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 months' subject to the provisions in the price schedule.

Subject to the above, Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract. Service Providers shall be entitled to claim contract price adjustment as follows:

☐ 10% of the tendered rate will remain fixed for the duration of the contract.

☐ 90% of the year on year rate will be subject to adjustment annually based on the average percentage of 12 months as published by STATSSA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

From start of 13th month to the end of the 24th month: Subject to contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the date of commencement. The end month shall be three (3) calendar months prior to the 12th month.

From start of 25th month to end of the 36 month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 13th month. The end month shall be three (3) calendar months prior to 24th month.

From start of 37th month to end of the 48 month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 25th month. The end month shall be three (3) calendar months prior to 36th month.

From start of 49th month to end of the 60 month: Subject to the contract price adjustment in accordance with the Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates). Base month for the price adjustment shall be three (3) calendar months prior to the 37th month. The end month shall be three (3) calendar months prior to 48th month.

The average CPI percentage will be calculated, the base month to the end month (both included) divided by the number of months.

Example:

The claim will be based on the average between the “base month” and the “end month” e.g.: $7+6+9+6 = 28$ ($28/4$)
 $= 7$ therefore the claim will be 7%.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender 136S/2022/23 SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

Not Applicable

Schedule 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 12: Record of Addenda to Tender Documents

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


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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

NOT APPLICABLE

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 136SJ/2022/23

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY

CONTRACT PERIOD: FROM COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2031

VOLUME 3: DRAFT CONTRACT

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

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

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

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

3.5 The supplier shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The purchaser shall:**
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

- 5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

TENDER NO:

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

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

TENDER NO:

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **twelve (12) months** after the goods have been commissioned.

16. Payment

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

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

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

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

TENDER NO:

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

a) As per Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

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

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices

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applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be:

KPI	Description	Benchmark	Impact on businesses	Penalty Max (% of monthly service fee)
1	Percentage of repair and maintenance job card not received within 14 days of job completion.	<1%	Medium	0.5% of total of each COCT Sub fleet monthly invoice, if poor performance occurs for 3 consecutive months.
2	The number of times master data was not updated within 24hours upon notification of change.	<0	High	1% of total of each COCT Sub fleet monthly invoice.
3	Percentage of non-reporting vehicles caused by faulty equipment as a percentage of the total fleet.	< 5% over month period	Very high	2% of total of each COCT Sub fleet monthly invoice
4	Any faulty equipment on a vehicle shall be restored to full operation within 24 hours of notification.	100%	High	100% of affected vehicle monthly invoice.
5	Number of vehicle (including high risk) recovery not initiated within (any alarm) ≤ 2 min after client authorization has been telephonically received for recovery team mobilisation. (Ground and air crew mobilisation).	100%	Very High	2% of total of each COCT Sub fleet monthly invoice.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.
- 23.8.5.6 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.

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
 - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Workshop

36.1 The supplier shall establish a fully compliant (correctly zoned) workshop, inclusive of services and products as specified, within the geographical boundaries of the City of Cape Town, within thirty (30) days from commencement of contract.

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

- 37.1. 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;
- 37.2. 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;
- 37.3. 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;
- 37.4. that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 37.5. to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 37.6. 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
- 37.7. that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

38. Protection of Personal Information

- 38.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 38.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 38.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information

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that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

- 38.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 38.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 38.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 38.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

39. Performance Monitoring

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

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

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major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

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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

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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

TENDER NO:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

Not Applicable

TENDER NO:

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not Applicable

(10.1) ADVANCE PAYMENT SCHEDULE

Not Applicable

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

 Witness

 for and on behalf of
 City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 136S/2022/23

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VEHICLE TRACKING AND RECOVERY

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**ABBREVIATIONS**

AARTO Administrative Adjudication of Road Traffic Offences

ABS Anti-Lock Braking System

AOI Area of Interest

APN Access Point Name

API Access Point Integration

BACK END Application hosting servers

EBD Electronic Brake force Distribution

ECU Electronic Control Unit

EOAM Economic Opportunities and Asset Management

ERP/ SAP® Systems Applications and Products in Data Processing, also referred to as ERP (Enterprise Resource Planning).

FROCC Fleet Risk Operational Control Centre

GPS Global Positioning System is a radio navigation system that allows land, sea, and airborne users to determine their exact location, velocity, 24 hours a day, in all weather conditions and anywhere in the world. Accuracy has always been a problem. The procedures and protocols must be of the most current technology.

GSM Global System for Mobile, relies on satellites /cellular towers to triangulate a position in a latitude longitude representation.

IECS Integrated Engineering Communications System

OBC On Board Computer

OBD II On-Board Diagnostics II (vehicle diagnostic system)

ODO The device/instrument that measures the distance travelled by the vehicle.

OEM Original Equipment Manufacturer, not referring to the tenderers products being used but the motor manufacturer of the vehicles / plant (fleet) to which the tenderers devices need to be fitted or installed.

POI Point of interest

RF Radio Frequency

RFID Radio frequency identification

DEFINITIONS

Asset A fleet of vehicles and plant equipment operating together under the ownership of the City of Cape Town.

TENDER NO:

Automatic Speed Limiter A throttle on the engine or drive shaft to limit the top end speed of the vehicle. This is normally set to 10km above the road speed limit (70km/h for example). This is normally “hard-wired” or set beforehand.

Auxiliary equipment All components which do not form part of the OBC but are required for the hardware package to perform its function and for the system to minimize human intervention and/or fraud.

Black listing Status of a driver identification tag which has been flagged until reprogrammed or decommissioned.

Bureau Service

All the business services provided via a centralised back office (tenderer’s control office) which is responsible for all administration, reporting, customer interactions are included in the monthly rental fee.

BI Resources

Business improvement resources i.e. IT staff required to affect changes to software that supports the solution.

CAN bus A robust vehicle bus standard designed to allow microcontrollers and devices to communicate with each other applications without a host computer. It is a message-based protocol, designed originally for multiplex electrical wiring within automobiles to save on copper, but can also be used in many other contexts.

City of Cape Town Will be referred to as “the City”.

City of Cape Town Fleet/Sub Fleets

City Fleet is split into four Sub Fleets each managed independently.

Each Sub Fleet contain vehicles and plant equipment:

Sub Fleets

- a) Corporate Fleet
- b) Energy (Electricity) Fleet
- c) Solid Waste Management Fleet
- d) Water & Sanitation Fleet

The City of Cape Town’s total approximate fleet (vehicle’s and plant) is in excess of 10 000.

Custodian

The Directorate that manages the contract tactically and operationally via a Contract Manager.

Dashcam

The dashcams should be fitted with a minimum of 1080p front and 720p rear resolution cameras. Equipped with a micro SD card slot capable of handling a minimum of 128GB. Powered off its own battery which will be connected to the vehicle’s battery. Wi-Fi, GSM and 3G connectivity is desirable.

De-installation/decommission

The process of removing City owned units from City Fleet. Any maintenance cost related to a decommissioned unit shall cease from date of de-installation. All City assets to be returned to the City of Cape Town within 24 hours of de-installation with a job completion document.

Faulty Equipment

Any hardware/software malfunction causing the system not to work at the full functionality.

Mandatory

TENDER NO:

This/these items **MUST** be offered for the bid to be considered. Mandatory items are responsive criteria and shall be considered during the evaluation.

Metropole

The geographical area of the City of Cape Town as defined by its municipal boundaries.

Mobile Plant

Various mobile equipment such as Earthmoving, Construction, Horticultural Equipment, Marine Equipment, Tractors and Utility Type Special Purpose Vehicles could fall within the scope of this tender.

Non-Reporting

When the OBC does not transmit information to the service providers network.

OBC

The control unit incorporating CMBUS / OBD 2 connectivity and all auxiliary equipment for fleet tracking functionality, (including Dallas / Kangaroo) tag and reader.

OBC Office

City control office manned by City staff who liaise between the tenderer and the City of Cape Town's internal customers, managing the fleet management and tracking / recovery services related to: reports, maintenance, fitments, and vehicle recoveries.

Odometer

The odometer is a distance covered which must be measured electronically, even if a fleet item has a mechanical odo fitted as OEM standard. The migration of the distance value to the software package must be done without human intervention.

Optional

This/these items **MAY** be offered in the bid. Optional items do not influence the responsiveness of the bid and will not be considered for the purposes of evaluation.

Remote Speed Limiter

A device that will put the vehicle into limp mode when a signal is sent to the vehicle from the Control Room.

RF

Relies on radio frequencies and towers to position a latitude longitude representation. Less dependent on obstructions for locating.

RFID

Radio frequency identification, fingerprint "a unique ID on a tag or chip."

Real-time

Real-time reporting is a business intelligence practice that consists of gathering up-to-the minute data and relaying it to users as it happens. Real-time data is information that is delivered immediately after collection. There is no delay in the timeliness of the information provided. Real-time data is often used for navigation or tracking.

Sub-contractor

A business used by the main contractor to ensure the services are provided to the City of Cape Town.

Tenderer

The company tendering (the bidder).

Vehicle Categories

Refers to various types of Vehicles:

Category A:

Related to motor cycles, passenger cars, Light Delivery Vehicle (LDV), Light Commercial Vehicle (LCV), mini buses.

Category B:

TENDER NO:

Related to commercial (Medium to Heavy duty vehicles), earth-moving, off road, marine and agricultural/horticultural vehicles and re-tread tyres.

Item No.	Technical Specifications	Where statements are being made, tenderers only need to indicate "noted". Where compliance is required tenderers to indicate "yes/no"	Where applicable, tenderer to provide all relevant information in this column.
1.	Background The City of Cape Town is currently engaged in a long term contract with RAMM Technologies for the management of its fleet and the recovery systems.		
1.1.	The City of Cape Town currently owns and manages the fleet of (approximately 10 000 vehicles and plant equipment), using GPS and RF technologies.		
1.2.	This includes, but is not limited to, the following range of brands: Toyota, Volkswagen, Nissan, Isuzu, Chevrolet, Honda, Iveco, Opel, M.A.N, Hyundai, Mercedes Benz, Suzuki, FAW, Yamaha, BMW, Big Boy, Nyala, Ford, Dennis, Harley Davidson, Polaris, TATA, Bell, EFA, Leyland, Mitsubishi, Mazda, Scania, Caterpillar, JCB, Kubota, Lexus, IVECO and Landini.		
1.3.	The City of Cape Town requires the following components from this tender, at the discretion of COCT but not limited to: <ul style="list-style-type: none"> • Fleet management system • Tracking and recovery system • A secondary recovery system (RF) • Automatic Speed Limiter (if available to be priced as optional extra in Price Schedule) • Remote Speed Limiter (if available to be priced as optional extra in Price Schedule) • Dashcam (if available to be priced as optional extra in Price Schedule) 		
2.	General Scope of the City's Technical needs:		
2.1.	To have its fleet monitored 24/7/365 via a real time network. A fleet management and tracking recovery solution for a variety of vehicles and mobile plant.		

2.2.	The solution needs to have a unique/positive driver identification and limited access control to different vehicle categories with real-time vehicle verification.		
2.3.	Monitoring of all fleet assets Fleet management industry standard reports are to be supplied, as per City's minimum requirements.		
2.4.	Tenderers must have an existing business model which has local capacity within the City's geographical boundaries and can meet the City's needs at the commencement of the contract.		
2.5.	The City of Cape Town will supply a comprehensive database (fleet register) to the successful Tenderer.		
2.6.	All services or goods requested under the Specifications will be used or consumed and approved at the discretion of the City during the duration of the contract.		
3.	SCOPE OF TENDER		
3.1.	Intent The intention of this tender is that the City of Cape Town seeks a solution for vehicle on board monitoring system namely fleet tracking, fleet management (system generated reports) and fleet recovery systems.		
3.2.	Purpose The objective of the tender is such that the successful tenderer shall be responsible for the provision, installation, commissioning, de-installation and maintenance of the fleet business solution on a rental option as per Pricing Schedule 1.1, 1.2 and 1.3. The driver identification tag and programmer are once off purchases as per Pricing Schedule 1.4 and 1.5. Tenderers are to note that no minimum quantities are specified for any of the goods or services, as this will be undertaken as and when required. This tender is thus a rates based tender.		
4.	GENERAL		
	The following standards must be adhered to:		
4.1.	ISO 14001 Environmental Management System (for disposal of e waste) or conformance to a similar system.		
4.2.	ISO 9001		

	Quality Management System or conformance to a similar system.		
4.3.	ISO 45001 Occupational Health & Safety Management System or conformance to a similar system.		
5.	HARDWARE REQUIREMENTS		
5.1.	On Board Computer (OBC)		
5.1.1.	The OBC units must be compatible for all vehicles with a 9 Volt to 36 Volt DC supply.		
5.1.2.	The unit must be complete with an appropriate casing.		
5.1.3.	The units must be fitted with a wireless mobile telecommunication technology (3G or better).		
5.1.4.	The unit shall be capable to supply true kilometres and speed via: <ul style="list-style-type: none"> • 3G (or better) or • other equivalent technology 		
5.1.5.	True kilometres must be provided. It is the tenderer's responsibility to calibrate readings. The tenderer must ensure that true kilometers are available at all times.		
5.1.6.	The unit shall be capable of being fitted with Early Warning, various motion sensors to detect if vehicle is being moved or unauthorized access to the vehicle. The unit must inform the OBC which will communicate the alarm to the service provider and/or City control centres.		
5.1.7.	The unit shall be capable of being fitted with a proximity sensor in the dashboard to detect illegal tampering inside the vehicle. The unit must inform the OBC which will communicate the alarm to the service provider and/or City control centres.		
5.1.8.	Power to the OBC shall be provided via an approved Multiple Product Interface (MPI) board or as instructed by the authorized vehicle supplier official. If the OBC is powered by a means other than the MPI board, a letter from the OEM stating that the fitment method is approved, shall be provided. The installation thereof to be approved by vehicle supplier. Letter to be submitted with tender submission if not connecting via MPI board. See Annexure D for an example. (If the fitment method changes during contract stage, the approval letter from the OEM must be submitted)		
5.1.9.	The internal battery of the OBC shall be a Li-Ion rechargeable battery and shall recharge automatically from vehicle battery.		
5.1.10.	The unit should include a Dallas or equivalent reader for mounting in or		

	below the dashboard of a vehicle. Preferably all reader fitments to be located in the blank auxiliary provisional spaces of the dashboard.		
5.1.11.	The units should have 3G, GPS antennas, connectors and plugs capable to be installed covertly inside the vehicle.		
5.1.12.	The unit should include a Starter inhibit relay to prevent the vehicle from being started before successful pairing with the Dallas or equivalent tag.		
5.1.13.	The unit should have a panic button fitted in the vehicle for driver security.		
5.1.14.	The unit should have a voltage sensor to monitor the vehicle battery voltage and removal of the battery.		
5.1.15.	The unit should monitor the RPMs of the vehicle engine.		
5.1.16.	The cost of all de-installation of rental units, when required during the contract period, shall be included in the tender pricing.		
5.2.	WIRELESS RECOVERY SYSTEM		
5.2.1.	The wireless recovery system shall be wireless.		
5.2.2.	The wireless recovery system shall have self-contained, internal power supply.		
5.2.3.	The unit's battery shall have an operational life not less than 2 years.		
5.2.4.	The wireless recovery system shall stay dormant until a health check is being requested or activated from the tenderers' control room.		
5.2.5.	The unit will transmit to allow the tenderer to trace via a directional RF receiver for at least 36 hours after activation.		
5.2.6.	The tenderer must provide a periodic health test of the wireless recovery system to ensure full functionality.		
5.2.7.	Optional Extra: The tenderer to provide RF trackers to the City's SIU to assist in recoveries.		
5.3.	DRIVER TAG READER AND TAGS		
5.3.1.	If driver tag is not identified by the tag reader in the vehicle, the vehicle will not start.		
5.3.2.	The technology used shall be Dallas DS1992 or a fully compatible equivalent.		
5.3.3.	The driver tags shall be capable to be interfaced to the OBC and must		

	include all hardware and software to make up a complete functional unit.		
5.3.4.	The cost to install the driver tag readers (standard or kangaroo) shall be included in the tender price.		
5.3.5.	The driver tags must be suitable to be worn on a key ring and be compatible to the driver tag readers.		
5.3.6.	Specific tag colours must be allocated to the various fleets i.e. Corporate Fleet requires blue, Electricity Fleet requires red tags, Water requires green and Solid waste requires orange to be supplied with all OBC installations or purchasing of the Dallas tag only.		
5.4.	VEHICLE MANAGEMENT SENSORS AND DEVICES		
5.4.1.	The panic button should be installed in all vehicles, in a secured and reachable position in order to activate the emergency alarm when necessary.		
5.4.2.	The proximity sensors should be installed in vehicles, in a secured position in order to activate the emergency alarm when necessary.		
5.4.3.	The starter inhibitor relay must be operated by the OBC.		
5.4.4.	All security sensors should interface to the OBC.		
5.4.5.	The cost to install and commission the sensors shall be included in the tender price.		
5.5.	TAG PROGRAMMER		
5.5.1.	The unit should be used to program Dallas button tags or equivalent as currently used by the City of Cape Town for vehicle driver identification and shall interface to a computer.		
5.5.2.	The unit should be capable of receiving the ID code from the fleet tracking system and program the tag.		
5.5.3.	The unit should have an audible or visual indication to indicate the successful programming of the tag.		
5.6.	3.6 OPTIONAL EXTRAS Dash-cams		
5.6.1.	Equipped with a micro SD card slot capable of a handling a minimum of 128GB.		

5.6.2.	The dash-cam should be fitted with a minimum of 1080p front resolution camera.		
5.6.3.	The dash-cam should be fitted with a minimum of 720p rear/cab resolution camera.		
5.6.4.	Power to the dash-cam shall be provided via an approved Multiple Product Interface (MPI) board or as instructed by the authorized vehicle supplier official. The installation thereof to be approved by vehicle supplier. See Annexure D for an example.		
5.6.5.	Camera capable of recording odo LPR.		
5.6.6.	Proximity cameras 360 degree.		
6.	HARDWARE REQUIREMENTS (infrastructure)		
6.1.	All data collected from OBC units must be transmitted via API and copy thereof to be stored to the City's infrastructure in real time. The data must be unencrypted (in format specified by the City of Cape Town). This requirement will be at COCT discretion.		
6.2.	Additionally the service provider will be required to make provision for an API connection.		
6.3.	The unencrypted data stored on the City's infrastructure is owned by the City.		
6.4.	Tenderers shall be responsible for interfacing to the cellular service providers and linking their back office to the infrastructure. The installation and maintenance cost for all data lines shall be the responsibility of the tenderer. Tenderers shall include these costs in their tender pricing.		
6.5.	The cost of all software and licensing utilized in this tender shall be included in the tender pricing.		
7.	TECHNICAL REQUIREMENTS		
7.1.	Refer to architectural standards (see Annexure) to ensure compliance. The requirement is not limited to the below technical specification for data integration.		
7.2.	For all software and hardware tendered for, all licensing costs must be included in the rental price in the pricing schedule. No annual license fees will be considered.		

7.3.	For tracking and managing vehicles (assets) and in field devices, google maps or equivalent, licenced for corporate use, shall be used. Tenderers are to include the cost thereof in the tender pricing.		
7.4.	The tenderers software solution used for the tracking of vehicles must be in compliance of standards mentioned architecture.		
7.5.	The solution offered must include Web based functionality to allow for user access to tracking information, reporting and management services.		
7.6.	Tenderer to provide a mobile solution for monitoring the location of vehicles via a geospatial representation whereby multiple assets can be selected at single time. (Follow me concept).		
7.7.	Graphical user interface with geospatial representation shall be compatible with a multiscreen projecting, similar to an emergency call centre.		
7.8.	Multiscreen platform – graphical user interface with Geo special representation shall be compatible with a multiscreen projecting, similar to an emergency call centre.		
7.9.	Vehicle parameters set to prompt City officials and/or service provider dispatches on poor driver/vehicle behaviour such as excessive idling, speeding, harsh braking with colour coding. This shall allow City officials to monitor all exceptions on the system software, as the event/exception occurs.		
7.10.	Provide an integration point (API) to facilitate the consumption of tracking data. At the COCT discretion this requirement will not be limited to an API but include the real time copying of unencrypted tracking data to a COCT on premises server. Refer to annex		
8.	SERVICES		
	The following services shall be provided:		
8.1.	Fleet Management service		
8.1.1.	Tenderers to ensure that any fitments do not damage the vehicle, systems and/or warranty plans.		

8.1.2.	<p>Description of required service:</p> <p>It is required to track the movement of fleet vehicles equipped with an OBC, to store all the relevant information and to display on a Web application operating on the City's IT network.</p>		
8.1.3.	<p>These vehicles report position based on time, distance travelled, 30 degree turned and on certain conditions e.g. emergency alarms, battery low, etc.</p>		
8.1.4.	<p>It is required for the vehicle's spatial information to be recorded. This includes as a minimum driver details, vehicle identification, GPS coordinates, service / department / function / depot, date, time, closest street address within 20 meters and associated event information.</p>		
8.1.5.	<p>This information must be displayed on Google maps or equivalent via the tendered solution with information such as current location, movement history, areas and points of interest (AOI/POI)</p>		
8.1.6.	<p>The frequency or interval at which an OBC unit reports must be adjustable for any given period, on request.</p>		
8.1.7.	<p>It shall be possible to display additional overlays such as GIS layers- roads, beats, wards, service areas, etc.</p>		
8.1.8.	<p>It is required to geo-fencing no go areas for vehicles and an alarm should be raised if vehicles enter these demarcated areas.</p>		
8.1.9.	<p>It is a prerequisite that the City's ortho-photography be incorporated into the spatial framework.</p>		
8.1.10.	<p>It shall be possible for users to select vehicles to be displayed based on different fleets, services, departments, functions or depots etc.</p>		
8.1.11.	<p>It shall be required to draw different types of report on movement history for each vehicle to assist in investigations, enquiries and shall include accurate maps, addresses, driver details and vehicle details with ignition on or off status's etc.</p>		
8.1.12.	<p>Reports shall be accurate with respect to position, date, time, driver, speed, etc. as it is required to be used</p>		

	in disciplinary hearings or courts of law.		
8.1.13.	Alerts and messages needs to be automatically sent to responsible users in the event of certain limits being exceeded.		
8.1.14.	The retention of the existing driver and vehicle identification databases as well as the archived vehicle monitoring and tracking data must at all times be maintained as matter of priority.		
8.1.15.	The system should have the means to: <ul style="list-style-type: none"> • Blacklist driver Tag when required. • The ID tags must be Department/Directorate specifically grouped. • It is a requirement to synchronise with City's ERP systems to align the driver database and vehicle assets. 		
8.1.16.	It is required that the following documentation be stored on the infrastructure and that it be updated: <ul style="list-style-type: none"> • ID document • Driver's License • PrDP • Proof of address 		
8.1.17.	It is required that the system automatically disable a driver Tag if the Driver's License or PDP has expired.		
8.1.18.	It is required that the system will remotely disable / deactivate a driver tag if the driver is no longer in the employment of the City or Lost / stolen (unauthorized keys) by means of placing the driver tag details in an unauthorized category within the system database.		
8.1.19.	Adhoc reports not generally available as standard reports are to be delivered (via email) to the City of Cape Town clients within 24hours of request or pushed at agreed intervals.		
8.1.20.	It is essential that traffic offence date and time stamps can confirm the location and speed of the vehicle with a high accuracy.		
8.1.21.	Should the vehicle experience high acceleration or deceleration, it shall download its last one minute of data to the server at a minimum of 1 second intervals. This is to allow for		

	the scenario to be replayed with as much crucial information as possible.		
8.1.22.	Once implemented, the City of Cape Town will utilise the E-Natis information e.g. driver warrants / demerit point's status and accumulated operator point's status to regulate vehicle access. The system offered must be able to accommodate this.		
8.1.23.	Weekly polling/health checks must be performed on all vehicle OBC's.		
8.1.24.	Polling/health checks must be performed on all vehicles equipped with RF units at a minimum of monthly. This includes RF units and motion sensors installed where applicable.		
8.1.25.	The following alarms/events shall be responded to and automated emails/SMS send to fleet controllers: <ul style="list-style-type: none"> • Battery disconnect. • Vehicles crossing pre-defined geo-fencing boundaries or user defined roads. • Non reporting vehicles. • Unknown driver. • Vehicles over speeding. • GPS Unlock. 		
8.1.26.	The following alarms/events shall be responded to by contacting the fleet controllers via telephone: <ul style="list-style-type: none"> • A Panic alarm. • Battery disconnect. • Motion sensors. 		
8.1.27.	Standard reports to be supplied at the commencement of the contract and customized reports within two (2) months of commencement of the contract, as included in Annexure C of this tender.		
8.1.28.	Responsibilities of the tenderer: The following work and responsibilities shall be included in the scope of work as a minimum:		
8.1.28.1.	Validating incoming data and correct data and report missing data.		
8.1.28.2.	Build and maintain a register of vehicles, OBC's and drivers included in the contract.		
8.1.28.3.	Provide means of updating and maintaining this register via the web based application.		
8.1.28.4.	Provide Google maps or equivalent and special GIS overlays via the web based application to display vehicle movement as an overlay.		

8.1.28.5.	It is required that logs be kept of all data sent and received for audit trail purposes.		
8.1.28.6.	<p>The web based application needs to provide the following information:</p> <ul style="list-style-type: none"> • Current location (address), identification (name/registration number), speed on vector/raster maps. • Display all alerts and alarms (panic button, battery low, log on/of, etc.) • Movement history AOI and POI. • Any additional GIS, ortho-photography supplied as overlays. • Provide allowable / disallowed configurable areas for vehicles. • Ability for the user to select vehicles to be displayed based on service / department / function / depot, etc. • Weekly polling / health checks must be performed on all vehicle OBC's. • Monthly polling/health checks must be performed on all vehicles equipped with RF units. This includes RF units and motion sensors installed where applicable. • Manual Polling rate adjustment from the web application. 		
8.1.28.7.	Automatically generating alerts if certain conditions occur or limits exceeded via a messaging service operating over cellular network and internet (Outlook).		
8.1.28.8.	Ensuring that data is archived and accessible to the COCT for the entire duration of the tender. This data must be made available to the COCT as required.		
8.1.28.9.	Continuously develop and maintain reports via the web based reporting and management interface to meet operational needs.		
8.1.28.10.	Ongoing training for in field and web application users.		
8.1.28.11.	All the costs associated with these services must be included in the tender price as no additional costs will be considered by the City of Cape Town.		
8.1.28.12.	All the costs for cellular data via the APN for fleet tracking and		

	management shall be included in the tender pricing.		
8.2.	A Vehicle recovery service is required to as a minimum:		
8.2.1.	Initiate responses on any suspicion, reported theft or tampering with City of Cape Town vehicles.		
8.2.2.	Monitor on a 24/7/365 basis the total fleet equipped with fleet tracking devices.		
8.2.3.	Operate, staff, maintain both a Fleet Monitoring and a Stolen Vehicle Recovery call centre.		
8.2.4.	Action is required in the following instances or if instructed by delegated City of Cape Town official: <ul style="list-style-type: none"> • A vehicle is started without the driver identification key. • A vehicle is moved more than 300m without the use of a vehicle driver identification key. • A vehicle's battery is disconnected. • Initiation of a panic alarm. • Initiation of any alarm device installed in the vehicle. 		
8.2.5.	Annexure B summarises the process to be followed for vehicle recovery. NB: Any anomalies from the vehicle recovery process specified in Annexure B, shall only be authorised by the City's representative (Contract Manager).		
8.2.6.	The immediate response, as per Annexure B, should include both dedicated ground and air response teams in recovering the City's assets.		
8.2.7.	The communications centre and dispatched recovery crews must be in constant communication with the city's SIU until the vehicle is recovered.		
8.2.8.	The position of affected vehicle shall be reported to the recovery centre every 30 seconds via the OBC's. The unit by be capable of reporting every 5, 10 and/or 30 seconds.		
8.2.9.	If required and fitted, the control centre shall activate the wireless RF unit fitted to the vehicle and utilize the RF direction finding equipment to assist with tracking the position of the vehicle. This data/information shall be supplied to the City's SIU by means		

	of a RF tracking device, as an optional extra. The SIU team may assist with recoveries.		
8.2.10.	A full report is required of each incident within 1 working day of the incident.		
8.2.11.	A debriefing meeting is to be arranged by City of Cape Town's responsible department after the report is submitted involving the tenderer, Recovery team representatives (main and all sub-contractors), SIU, City's fleet coordinator, cost centre manager of the driver, driver of the vehicle and witness if applicable.		
8.2.12.	Respond to various alerts and alarms utilizing processes and procedures as specified in this specification and Annexure B.		
8.2.13.	Perform all logistics and debriefing reports required, pertaining to vehicle recovery.		
8.2.14.	Responsible/accountable for all communications, vehicle response teams and air response teams.		
8.2.15.	Ensuring that all relevant KPI's and service levels for this service is met as specified.		
8.2.16.	All the costs associated with these services must be included in the tender price as no additional costs will be considered by the City.		
9.	MAINTENANCE SERVICES		
9.1.	The tenderer is responsible to replace all faulty equipment within 24 hours of notification via email.		
10.	SYSTEM OVERVIEW AND PROCESSES		
10.1.	Tenderers to submit with their tender submission full details of the system overview and processes.		
11.	INSPECT, DEMONSTRATION AND TESTING OF EQUIPMENT		
11.1.	During the evaluation period the City may arrange with tenderers within 5 working days' notice, during which the interoperability tests will be undertaken and the Tenderer will be afforded the opportunity to		

	demonstrate the interoperability of offered equipment (hardware and software). Tenderer to make provision for demonstration at their own cost.		
12.	TECHNICAL SUPPORT		
12.1.	Tenderers must indicate in the covering letter what support infrastructure is available locally in the Cape Metropolitan Area and in South Africa to support their products to ensure an effective after sales technical support service.		
12.2.	Tenderers are required to have an adequate pool of technical staff available to provide support as specified under the resource requirements paragraph.		
13.	RESOURCE REQUIREMENTS		
13.1.	It is a tender requirement that tenderers shall have the minimum required operating (Control room) staff, or undertake to resource such staff, to allow an effective 24/7/365 fleet management and vehicle recovery service.		
13.2.	A minimum requirement of technician(s) per department: <ul style="list-style-type: none"> • Electricity- 1 Technician • Water Services- 1 Technician • Solid Waste Management- 1 Technician • Corporate Services: 2 Technicians 		
13.3.	It is a tender requirement that tenderers shall provide a minimum of one customer relations manager.		
13.4.	It is a tender requirement that tenderers shall provide a technical team with transport per department.		
13.5.	It is the tenderers responsibility that the technical team is adequately capacitated to ensure deliverables and Key Performance Indicators in Clause 22 of Special Conditions of Contract are met.		
13.6.	The following BI Resources must be made available on an adhoc basis for customization, integration requirements and any activity that requires an API or passing of data to a City of Cape Town's back end.		

13.6.1.	Senior BI Analyst: Relevant Degree (Industrial, Mechanical, Electrical, Civil etc.); Minimum 5 years' management experience in a BI / analytics environment;		
13.6.2.	Analyst: Relevant Degree (e.g.Industrial, Mechanical, Electrical, Civil etc.); Minimum 3 years' experience in a BI / analytics environment;		
13.6.3.	Junior Analyst: Relevant Degree (e.g.Industrial, Mechanical, Electrical, Civil etc.); Minimum 1 years' experience in a BI / analytics environment		
13.7.	Requirements: <ul style="list-style-type: none"> • Provide day to day support in the creation, planning, scheduling, monitoring and confirmation of maintenance and project related activities • Data capturing • Maintenance schedule compilation and communication • Follow up work creation • Asset Register management • Daily, weekly, monthly, yearly report creation and communication • Assessment of maintenance tactic completion • Improved project identification, documentation and execution • Asset Management documentation control • Feedback analysis on work performed • Root cause analysis session identification, facilitation and close-out 		
14.	PERFORMANCE MEASUREMENT		
14.1.	The successful tenderer must undertake to conform to the conditions of a PM (Performance Measurement) with Key Performance Indicators (KPI's) as per Clause 22 of Special Conditions of Contract.		
14.2.	The successful tenderer shall record all faults, incidents, call outs, repair times, up times on the system for all components in order to provide monthly statistics to the City. Tenderers to describe fully how this will be implemented.		

14.3.	The City will have the right to cancel the contract or portions thereof if the successful tenderer does not meet the PM requirements and after negotiations, lack of remedial action is not forthcoming after 3-month period.		
14.4.	Tenderers must include the costs required to achieve these service levels in their pricing in the pricing schedule.		
14.5.	Tenderers shall accept responsibilities for penalties in cases where the service levels are not met as per Clause 22 of Special Conditions of Contract.		
14.6.	The following shall be applicable for PM reporting: <ul style="list-style-type: none"> • Total Fleet (TF) is the total number of vehicles for which orders are placed for services. • The tenderer will be monitored on PM for compliance to Service Levels. See Annexure A. 		
15.	TRAINING		
15.1.	Training must be provided on all operational features, all required actions such as reports, viewing of vehicle positions, correcting or capturing of data, etc. on the solution / application on an as and when required basis during the tenure of the contract.		
15.2.	Council will provide the venue of the training session. Training material costs must be borne by the tenderer.		
15.3.			
16.	HEALTH AND SAFETY		
16.1.	The tenderer shall comply with correct disposal of all electronic waste generated i.e. battery disposal, inactive SIM card disposal. Proof of such disposal certificates must be made available as and when required. The tenderer is expected to keep records of all legislative certificates while this tender is in place.		
17.	NON DISCLOSURE AGREEMENT		
17.1.	Tenderers shall be required to enter into a non-disclosure agreement with the city to safeguard the city's data as well as software development undertaken for the City.		
18.	SECURITY CLEARANCE		

18.1.	Tenderers may be required to submit their staff and sub-contractors to security clearances to confirm a clear record.		
19.	FLEET RISK OPERATIONS CONTROL CENTRE (FROCC)		
19.1.	BUSINESS BACKGROUND		
19.1.1.	A Fleet Risk Operations Control Centre (FROCC) is in the process of being established. The FROCC will be purposed to reduce risk, increase utilisation and drive down operational cost and improve customer service.		
19.1.2.	Continued advances in vehicle telematics will continue to aid and contribute towards the City-wide transversal fleet management approach through the establishment of a FROCC. Critical information such as extracting fleet utilisation information and further fleet-related data will be performed.		
19.1.3.	<p>The following Business needs are to be covered:</p> <ul style="list-style-type: none"> • Visibility of Fleet movement and driver behavior exceptions (i.e. speeding, harsh braking, excessive idling, accidents and incidents etc.); • Visibility of POI and AOIs; • Rapid response to CCT fleet hijackings, emergencies, breakdowns, etc.; • Dispatching of recovery teams; • Tracking of emergency / breakdown resolution; • Tracking the repairs and/or maintenance of Fleet; • Oversight and tracking of utilisation. 		
19.2.	PRELIMINARY REQUIREMENTS DEFINITION Business / Functional Requirements		
19.2.1.	<p>The main functional areas required of the software is that it should be GIS-enabled, and further defined below:</p> <ul style="list-style-type: none"> • Incident & Exception Complaint Notification; • Dispatching and Recovery Response Management; • GIS layers and aerial photography; • Real-time visibility of all Fleet; 		

	<ul style="list-style-type: none"> • Management of fleet utilisation: The system/(s) should provide information to a diverse set of users at all levels within the Fleet Management Department, appropriately configured to the authority/responsibility of each user. 		
19.2.2.	<p>Information will be provided as defined below but not limited to via:</p> <ul style="list-style-type: none"> • Integration of in-vehicle and/or on-board vehicle computer systems; • Application / solution based Graphs & Statistics: <ul style="list-style-type: none"> ○ Measure resource utilisation against a baseline; ○ Real-time performance monitoring of resources vs. incidents; ○ Long term Trend reporting; ○ Comparative reporting by time line graph and bar chart; ○ Calls/Incident/Violations by area / suburb / Precinct; ○ For Emergencies & Events, resources deployed by Province / City; ○ Spatial selection (polygons) for filtering statistics i.e. AOI or POI. • Real-time monitoring of Fleet on devices/displays; • Reporting (Reports): <ul style="list-style-type: none"> ○ Repeat driver offenders; ○ Consolidated reporting of all recorded incidents, for the identification of trends and statistics; ○ Specialised Reports {Functional specs to define these reports}; ○ Hot Spot identification/ Volatile and hijacking hotspot areas; • BI reporting- continuous improvement of dashboards and reporting shall be included in the tender pricing. 		

18. TRADE NAMES OR PROPRIETARY PRODUCTS

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'.

19. 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.

20. FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (**Annexed**).

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

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

[illegible]

TENDER NO:

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

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)	
1													
2													
3													
4													
5													
6													
7													
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

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

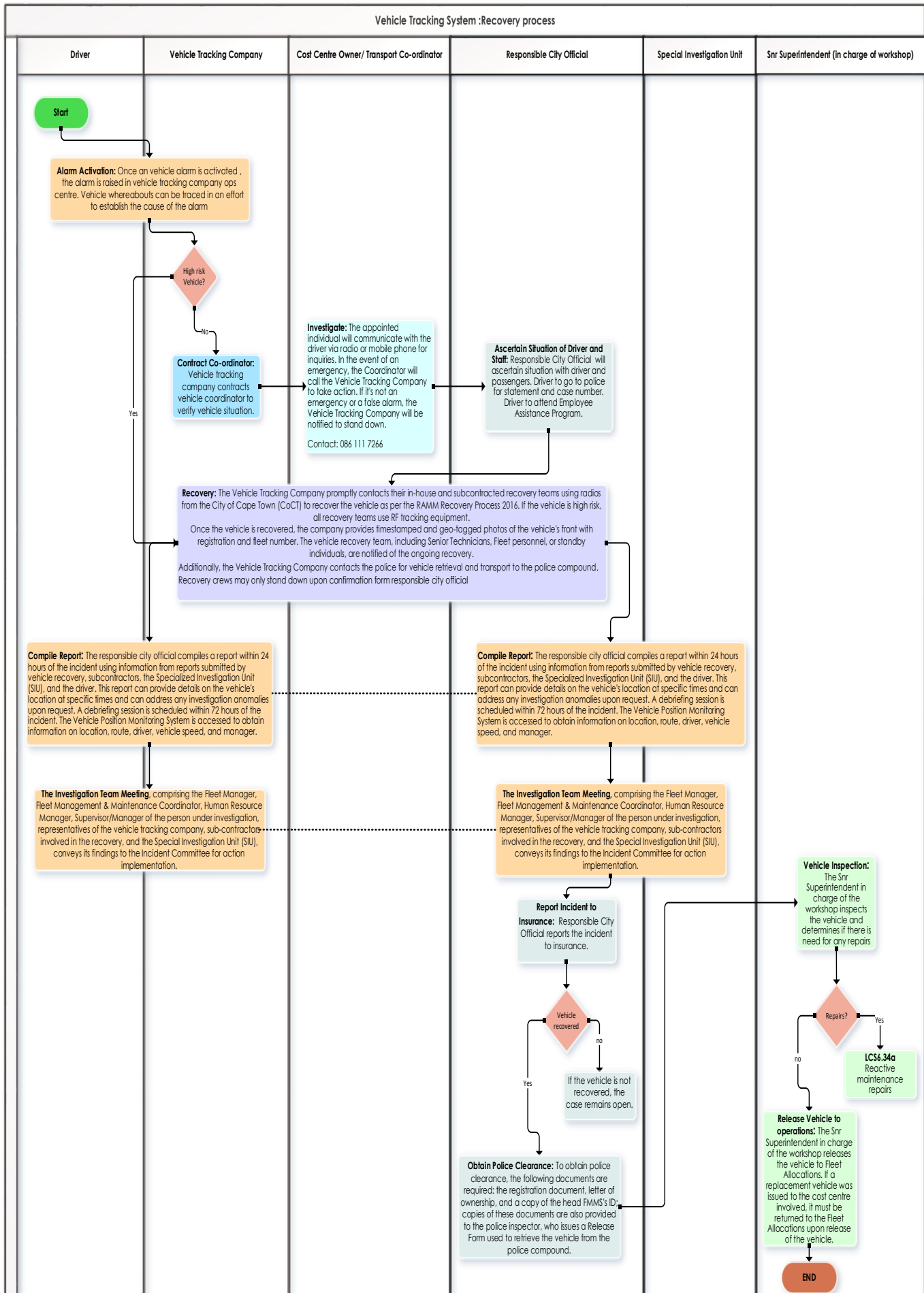
**ANNEXURE A:
PERFORMANCE MEASUREMENT AND PENALTIES**

The Contractor must agree to meet or exceed Performance Measurement that ensures the high availability and reliability standards by completing the right hand column.

KPI	Description	Bench- mark	Impact on business	Penalty Max (% of monthly service fee)	Tenderer's comments in order to comply with benchmark
1	Percentage of repair and maintenance job cards not received within 14 days of job completion.	<1%	Medium	0.5% of total of each COCT Sub fleet monthly invoice.	
2	The number of times master data was not updated within 24hours upon notification of change.	<0	High	1% of total of each COCT Sub fleet monthly invoice.	
3	Percentage of non-reporting vehicles caused by faulty equipment as a percentage of the total fleet.	< 5% over month period	Very high	2% of total of each COCT Sub fleet monthly invoice.	
4	Any faulty equipment on a vehicle shall be restored to full operation within 24 hours of notification.	100%	High	100% of affected vehicle monthly invoice.	
5	Number of vehicle (including high risk) recovery not initiated within (any alarm) ≤ 2 min after client authorization has been telephonically received for recovery team mobilisation. (Ground and air crew mobilisation).	100%	Very High	2% of total of each COCT Sub fleet monthly invoice.	

ANNEXURE B:

Vehicle tracking system: Recovery process



**ANNEXURE C:
MANAGEMENT REPORTS: STANDARD**

A.1 DRIVER TRIP EXCEPTIONS

Information displayed is:

- ☐ Driver name and period of report
- ☐ The time that exceptions occurred
- ☐ The location that exceptions occurred

A.2 DRIVER PERIOD OF AVAILABILITY (Daily)

Information displayed is:

- ☐ Driver name and period of report
- ☐ Driver ID tag number
- ☐ Vehicle used
- ☐ Shift start and end times
- ☐ Total shift time
- ☐ Actual drive time

A.3 DRIVER PERIOD OF AVAILABILITY (Monthly)

Information displayed is:

- ☐ Driver name and period of report
- ☐ Driver ID tag number
- ☐ Vehicle used
- ☐ Shift start and end times
- ☐ Total shift time
- ☐ Actual drive time
- ☐ The period of availability
- ☐ Total distance covered per shift
- ☐ Accumulated totals per month

A.4 DRIVER SPEED / RPM GRAPH

Information displayed is :-

- ☐ Driver name and period of report
- ☐ Vehicle used
- ☐ In graph format a comparison between the speed and revs.

A.5 VEHICLE ALARMS BY DRIVER

Information displayed is:

- ☐ Driver name and period of report
- ☐ Vehicle used
- ☐ Date / Time alarm received
- ☐ Position where alarm occurred
- ☐ Alarm description

A.6 DESIGNATED ROUTES

Information displayed is:

- ☐ Route description
- ☐ SMS notifications
- ☐ Area check
- ☐ Auto download on route completion
- ☐ Start and end location with arrival and departure times
- ☐ Tolerance for late arrival / departure
- ☐ Alarm for vehicle behind schedule

A.7 LOCATION LISTING

Information displayed is:

- ☐ The location name
- ☐ Company ID number
- ☐ Position Latitude and Longitude

A.8 DAILY VEHICLE TRIP FULL SUMMARY

Information displayed is:

- ☐ Vehicle registration number and period of report
- ☐ Driver name
- ☐ Trip start and end time
- ☐ Trip total road time
- ☐ Drive time and idle time
- ☐ Odometer start and end of trip
- ☐ Total distance of trip
- ☐ Maximum speed
- ☐ Total distance travelled for period of report

**A.9 DAILY VEHICLE TRIP SUMMARY
(AVG SPEED)**

Information displayed is:

- ☐ Vehicle registration number and period of report
- ☐ Start and end trip time
- ☐ Total road time
- ☐ Drive time and Idle time
- ☐ Odometer reading start and end of trip
- ☐ Total distance of trip
- ☐ Maximum speed and rpm
- ☐ Average speed for trip
- ☐ Total distance travelled over period of report

A.10 LATEST ODOMETER / ENGINE HOURS

Information displayed is:

- ☐ Vehicle registration number
- ☐ Latest odometer reading
- ☐ Latest engine hours reading

A.11 OVER RPM SUMMARY

Information displayed is:

- ☐ Vehicle registration number
- ☐ The driver / drivers for the period of report
- ☐ The RPM limit
- ☐ The time the trip started
- ☐ Trip duration
- ☐ Total distance covered in the trip
- ☐ Maximum RPM for the trip
- ☐ Location where the over rpm occurred
- ☐ The driver in the vehicle

A.12 OVERSPEED SUMMARY

Information displayed is:

- ☐ Vehicle registration number
- ☐ Driver/s for the vehicles selected
- ☐ The RPM limit
- ☐ The time the trip started
- ☐ The duration and distance of the trip
- ☐ The maximum speed for the trip
- ☐ The driver in the vehicle
- ☐ The location where the event took place
- ☐ Speed limit of road

A.13 POSITION DETAIL

Information displayed as:

- ☐ Vehicle registration number
- ☐ The drivers selected for the period
- ☐ The date / time stamp
- ☐ The location of the event
- ☐ The speed at the time of the event
- ☐ The rpm of the vehicle
- ☐ The driver in the vehicle
- ☐ Fuel value as %
- ☐ The event marked with an x in the relevant column

A.14 VEHICLE USAGE BY TIME RANGE

Information displayed as:

- ☐ Vehicle registration and report period
- ☐ The usage period (working hours)
- ☐ The trip start and end time
- ☐ The trip start and end location
- ☐ The % road and drive time
- ☐ The total trip distance
-
- ☐ The driver at the time calculated

A.15 VEHICLE ALARMS BY VEHICLE

Information displayed as:

- ☐ Vehicle registration no and report period
- ☐ The date / time stamp
- ☐ The location where the event took place
- ☐ The specific event description

A.16 VEHICLE SETTINGS LOADED

Information displayed as:

- ☐ Vehicle master data
- ☐ Analogue inputs / outputs and their purpose i.e.
 - Analogue Input 1 – RPM
 - Multiplier – 26
- ☐ Calibration max / min etc.
- ☐ Digital Inputs / Outputs and their purpose
- ☐ Alarms enabled and descriptions.

A.17 VEHICLE IDLING REPORT

Information displayed as:

- ☐ Vehicle registration number and report period
- ☐ Trip start and end time
- ☐ The time start to time end of the idle time
- ☐ The duration of the idle time
- ☐ The vehicle the driver was using
- ☐ The location of the event

A.18 VEHICLE POSITION REPORT

Information displayed as:

- ☐ Vehicle registration number and report period
- ☐ The status of the vehicle
- ☐ The last location of the vehicle
- ☐ The driver using the vehicle
- ☐ The visual depiction on a map

A.19 VEHICLE SPEED / RPM GRAPH

Information displayed is:

- ☐ Vehicle registration
- ☐ Daily speed vs rpm graph
- ☐ The speed in km/hr on the left of graph
- ☐ The rpm on the right of the graph

A.20 MONTHLY / WEEKLY VEHICLE UTILISATION

Information displayed as:

- ☐ The report time period requested
- ☐ The vehicle registration
- ☐ A daily break down of distance, trip time and idle time over the monthly period
- ☐ Activity bar indicating usage / activity
- ☐ Pie chart depicting idling, driving, stopped time in location and stopped time

A.21 WEEKLY VEHICLE UTILIZATION ANALYSIS

Information displayed as:

- ☐ Vehicle registration
- ☐ Percentage utilisation based on engine hours over a 45 hour week.

A.22 MONTHLY FMIS – Driver reporting

Information displayed as:

- ☐ Vehicle registration

Speeding Report:

- ☐ Vehicle Registration
- ☐ Date and Time
- ☐ Name of the Driver
- ☐ Cost Centre
- ☐ Depo
- ☐ Actual speed driver was doing
- ☐ Speed Limit
- ☐ Limit exceeded by
- ☐ GPS co-ordinates

Movement Report:

- ☐ Date
- ☐ Time
- ☐ Driver Name
- ☐ Speed
- ☐ Ignition (On/off)
- ☐ Odometer reading
- ☐ Location

After – Hours Report:

- ☐ Registration number of vehicle
- ☐ Driver ID
- ☐ Driver name
- ☐ From (Date and time)
- ☐ To (Date and Time)

- ☐ Start Location
- ☐ End Location
- ☐ Start Odometer
- ☐ End Odometer
- ☐ Distance covered
- ☐ Duration of the trip

Driver's score card:

- ☐ Driver name
- ☐ Driver ID
- ☐ Idling account (20% weight)
- ☐ Speeding account (30% weight)
- ☐ Harsh braking account (30% weight)
- ☐ Harsh acceleration account (20% weight)
- ☐ Idling (%)
- ☐ Speeding (%)
- ☐ Harsh braking (%)
- ☐ Harsh acceleration (%)
- ☐ Overall performance (%)

Driver's performance Report

- ☐ Name and surname of the driver
- ☐ Driver ID number
- ☐ Training date
- ☐ Speeding (%)
- ☐ Harsh braking (%)
- ☐ Harsh acceleration (%)
- ☐ Excessive Idling (%)
- ☐ Driver performance (%)

A. 23 MONTHLY BI REPORTING

Information displayed as:

- ☐ BI Analytic Reporting per Department per Fleet

(Graphical Representation)

- ☐ Utilisation and under-utilisation (All Fleets)
- ☐ Business Hrs utilisation vs After hours

(Kms travelled and Hours)

- ☐ KM travelled per department per fleet
- ☐ Number of vehicles travelling less than 600km per fleet per directorate
- ☐ Summary of exceptions: Driver tags, vehicles not reporting, etc
- ☐ GPS locks

**VEHICLE MANAGEMENT REPORTS: CUSTOMISED
SPECIALIST REPORTS (1 of 11)
F.1 Daily Vehicle Odometer Report**

Scope

The Daily Vehicle Odometer Report will provide the mileages of all vehicles as per when the user requests it. Odometer history of vehicles from commissioning to date will be available. The report will be Automated and generated at a frequency defined by the user. Odometer readings for a group or individual vehicles will be generated for a user defined date or period.

Selection based on: SAP Hierarchy as provided

Frequency: Automated as a Daily report

Purpose

To obtain vehicle tracking odometer readings that will automatically fed into SAP for Planned Maintenance scheduling. Will be used to synchronise with manually obtained odometer readings.

Daily Vehicle Odometer

3/21/2013

Created on 2013/03/15 07:52 AM

Ref #	Registration #	Fleet #	Description	Cost Center	Depot	Vehicle Odometer	Unit	Vehicle Engine Hours (Hourly Operated Equipment)	Fitted Equipment Hours (Hourly Operated Equipment)	Date	Time	Address	Longitude	Latitude
1	CA47536	751	CA45364 NISSAN UD70.D CW 71 - 2000	80020031	Wynberg Depot	232.8	Km	3520.8	2560	3/20/2013	13:43:02	24 Argile Street, Bofor Circle Epping Industrial, Cape Town	41.25000	-120.97620
2	CA87963	80	CA724919 ISUZU NPR400.D DA 78 - 2005	80020060	Bloemhof Depot	232567	Km	2456	1345	3/21/2013	14:15:43	1 Bloemhof Rd, Bloemhof, Bellville, Cape Town	-31.96000	115.84000

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (2 of 11)
F.2 Trip Report

Scope

The Trip report will provide detail from start location to end location based on user defined dates or time.
 Report will be generated for a minimum of 6 Months or to a set time e.g. 30min on a single vehicle.
 Selection based on: SAP Hierarchy as provided

Purpose

To track a vehicles travelled span and average speed per trip for adherence to Job instructions. Report will trigger performance measurements and instances of vehicle abuse. Further investigation will be performed in the Movement report for details of the identified trip.

						Trip report for vehicle CA212077 FN 557																			
						Wynberg Depot - 80020031																			
						2013/03/19 10:00:00 to 2013/03/23 15:30:00											Created on	2013/03/15 07:52 AM							
							Start of Trip									End of Trip									
Ref #	Registration #	Fleet #	Description	Driver	Avg Speed	Unit	Address	Longitude	Latitude	Start Date	Start Time	Odometer	Unit	Address	Longitude	Latitude	Date	Time	Odometer	Unit	Span				
1	CA212077	557	CA45364 NISSAN UD70.D CW 71 - 2000	Soap J	128	Km/h	ESS 225 St Josephs Hospital, Mowbray	18.49130	-33.94530	3/20/2013	13:43:02	232538	Km	ESS 225 St Josephs Hospital, Mowbray	18.49130	-33.94530	3/20/2013	14:43:02	232578	Km	40				
2	CA212077	557	CA724919 ISUZU NPR400.D DA 78 - 2005	Soap J	83	Km/h	ESS 331 Section Street, Paarden Eiland	18.47550	-33.91480	3/20/2013	13:44:43	232548	Km	ESS 331 Section Street, Paarden Eiland	18.47550	-33.91480	3/20/2013	13:44:43	232548	Km					

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (3 of 11)
F.3 Movement Report

Scope

The vehicle movement report will provide the positioning of the vehicle at every direction change or at a given interval set by user e.g. every 1 second. Direction change refers to any change in direction more than $\pm 30^\circ$. Record location for all ignition ON or OFF signals. Speed at every event occurred. Report will be generated for a minimum of 3 Months or to a set time e.g. 30min on a single vehicle. Selection based on: Individual Vehicle

Purpose

To track a vehicles movement and speed for adherence to Job instructions. Report will trigger performance measurements and instances of vehicle abuse.

			Movement report for CA212077 FN 557											
				Wynberg De 8E+07										
				2013/03/19 to 2013/03/23							Created on	2013/03/15 07:52 AM		
Ref #	Registration #	Fleet #	Description	Driver	Speed	Unit	Odometer	Unit	Date	Time	Ignition	(Vehicle location at time of Odo reading)	Longitude	Latitude
1	CA212077	557	CA212077 NISSAN UD70.D CW 557 - 2000	Soap J	83	Km/h	232538	Km	41353	1/0/1900	ON	ESS 225 St Josephs Hospital, Mowbray	18.49130	-33.94530
2	CA212077	557	CA212077 NISSAN UD70.D CW 557 - 2000	Soap J	67	Km/h	232548	Km	41353	1/0/1900	OFF	ESS 331 Section Street, Paarden Eiland	18.47550	-33.91480

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (4 of 11)
F.4 Excessive Idling

Scope

The report will provide information on all vehicles idling for longer than a predetermined set time e.g. 15min. The predetermined idling benchmarks per vehicle and/or Vehicle Class will be provided by CoCT for uploading into vehicle tracking system. Master Data changes will be controlled by CCT.

Selection based on: SAP Hierarchy as provided

Frequency: Automated per user defined frequency

Purpose

Monitoring of excessive vehicle idling, aligned to the vehicle operational functional requirements. (Reduction of fuel waste, improvement of engine life)

Excessive Idling Report							
2013/03/19 to 2013/03/23							
Hierarchy Selection (ie Area/ Section/ Class/ Rental Category)					Created on	2013/03/15 07:52 AM	
Ref #	Registration #	Fleet #	Description	Cost Center	Depot	Benchmark	Count
1	CA47536	751	CA45364 NISSAN UD70.D CW 71 - 2000	80020031	Wynberg Depot	15	2
2	CA87963	80	CA724919 ISUZU NPR400.D DA 78 - 2005	80020060	Bloemhof Depot	30	3

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (5 of 11)
F.5 Over Speeding

Scope

The report will provide information on all vehicles speeding over set benchmark or road speed limit. The predetermined speeding benchmarks per Vehicle and/or Vehicle Class will be provided by CCT for uploading into vehicle tracking system. Master Data changes will be controlled by CCT.

Selection based on: SAP Hierarchy as provided

Frequency: Automated per user defined frequency

Purpose

Monitoring of speeding. (Reduction of fuel waste usage, Safe driving practices)

Over Speeding Report												
2013/03/19 to 2013/03/23												
Display SAP Hierarchy Selection (ie Area/ Section/ Class/ R Created on 2013/03/15 07:52 AM												
Ref #	Registration #	Fleet #	Description	Driver	Cost Center	Depot	Address (Vehicle location at time of Speeding)	Longitude	Latitude	Speed Limit (Km/hr)	Benchmark (maximum allowed speed)	Actual speed
1	CA47536	751	CA45364 NISSAN UD70.D CW 71 - 2000	Soap J	80020031	Wynberg Depot	ESS 225 St Josephs Hospital, Mowbray	18.49130	-33.94530	60	85	83
2	CA87963	80	CA724919 ISUZU NPR400.D DA 78 - 2005	Soap J	80020060	Bloemhof Depot	ESS 331 Section Street, Paarden Eiland	18.47550	-33.91480	100	130	120

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (6 of 11)
F.6 Fleet Downtime Report

Scope

The Downtime report will provide the areas of interest a vehicle went to during a given period by the user. The user will be able to select an entire fleet or individual vehicles and all areas of Interest created or individual ones. An interval based on minutes at the area of interest will indicate for how long the vehicle was off the road in the area of interest i.e. Downtime of the vehicle.
 Selection based on: SAP Hierarchy as provided

Purpose

The report will ascertain which vehicles for a selected fleet was off the road at predetermined areas of interest, within a specified period. This will be used to determine fleet downtime based on Maintenance/repair work.

Fleet Downtime Report												
2013/03/19 to 2013/03/23							Created on		2013/03/15 07:52 AM			
Ref #	Registration #	Fleet #	Description	Cost Center	Depot	AOI	Arrival Date	Arrival Time	Departure Date	Departure Time	Interval Total Minutes	Interval Total Days
1	CA212077	557	CA212077 NISSAN UD70.D CW 557 - 2000	80020031	Wynberg Depot	ABC Workshop	3/20/2013	9:15:15	3/20/2013	13:43:02	265.83	0.18
2	CA212077	557	CA212077 NISSAN UD70.D CW 557 - 2000	80020031	Wynberg Depot	ABC Hydraulics	3/21/2013	10:35:12	3/23/2013	15:27:32	3175.33	2.21
3	CA87963	80	CA724919 ISUZU NPR400.D DA 78 - 2005	80020060	Bloemhof Depot	ABC Mechanical	3/19/2013	8:37:23	3/22/2013	16:37:35	4802.00	3.33

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (7 of 11)
F.7 Downtime Summary Report

Scope

The Downtime summary report will provide a summary of the total downtime for all vehicles within the users filtering criteria. This is based on the area's of interest selected. Report will be generated for a minimum of 3 years or to a set time.

Selection based on: SAP Hierarchy as provided

Frequency: User defined period.

Purpose

The report will ascertain the accumulated downtime for a specified vehicle or section based on SAP Hierarchy. Downtime is measured according to time spent within areas of interest selected.

			Downtime Summary Report				
			2013/03/19 to 2013/03/23				
Display SAP Hierarchy Selection (ie Area/ Section/ Class/ Rental Category)					Created on	2013/03/15 07:52 AM	
Ref #	Registration #	Fleet #	Description	Cost Center	Depot	Total Downtime Minutes	Total Downtime Days
1	CA212077	557	CA212077 NISSAN UD70.D CW 557 - 2000	80020031	Wynberg Depot	265.83	0.18
2	CA87963	80	CA724919 ISUZU NPR400.D DA 78 - 2005	80020060	Bloemhof Depot	4802.00	3.33

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (8 of 11)
F.8 Schedule Attainment

Scope

The Schedule Attainment report will establish the adherence to planned maintenance schedule. The user will be able to select an entire fleet or individual vehicles and all areas of Interest created or individual ones. The plan for scheduled arrival and departure as provided by the user will be measured against the actual arrival and departure.

Selection based on: Input sheet into vehicle tracking software or Web browser link. SAP Hierarchy as provided

Frequency: Will be determined by the user. Report will be generated Ad-Hoc when schedule adherence needs to be determined.

Purpose

To establish successful completion of planned maintenance against the actuals.

Schedule Attainment							Created on		2013/03/15 07:52 AM									
2013/03/19 to 2013/03/23							PLANNED ARRIVAL		ACTUAL ARRIVAL		Interval Total Minutes	Arrival Status	PLANNED DEPARTURE		ACTUAL DEPARTURE		Total Minutes	Departure Status
Ref #	Registration #	Fleet #	Description	Planned AOI	Actual AOI	AOI Status	Date	Time	Date	Time			Date	Time	Date	Time		
1	CA212077	557	CA45364 NISSAN UD70.D CW 71 - 2000	ABC Workshop	ABC Workshop	TRUE	3/19/2013	9:00	3/19/2013	9:23:37	29.17	Late	3/20/2013	15:00	3/21/2013	10:21:27	1165.50	Late
3	CA87963	80	CA724919 ISUZU NPR400.D DA 78 - 2005	ABC Hydraulics	ABC Electrical	FALSE	3/20/2013	9:00	3/20/2013	8:30:21	-26.50	Early	3/22/2013	14:00	3/22/2013	14:36:21	39.50	Late
Input Sheet																		
Registration #	Fleet #	AOI	Planned Arrival Date	Planned Arrival Time	Planned Departure Date	Planned Departure Time												
CA212077	557	ABC Workshop	3/19/2013	9:00	3/20/2013	15:00												
CA87963	80	ABC Hydraulics	3/20/2013	9:00	3/22/2013	14:00												

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (9 of 11)
F.9 Efficiency, Availability and Utilisation Report

Scope

The report will provide efficiency, availability and Utilization data for the Fleet and Hourly operated vehicles as defined by the user's selection criteria, SAP Hierarchy. Availability is determined by Total available hours (24hours per day) against actual downtime of the vehicle (time spent off road for repairs and maintenance). User must be able to select start and finish hours and specified days of the week i.e. Monday - Friday or whole week. The user will select any period over the life of the vehicle. Business hours and after hour will be user defined i.e. Business. Hrs. 8hrs and After. Hrs. 16hrs
Selection based on: SAP Hierarchy as provided
Frequency: It will be generated AD-Hoc or automated as a Monthly report with selections defined by the user.

Purpose

The report will determine the availability of the fleet as a percentage of Total Hours against Actual Downtime Hours (time off the road for repairs/ Maintenance i.e. areas of interest). The Utilization section will determine as per SAP Hierarchy the actual utilization of the Fleet.

TENDER NO:

Efficiency, Availability and Utilisation Report													
2013/03/01 09:45:45 AM to 2013/03/27 09:45:45 AM													
Display SAP Hierarchy Selection (ie Area/ Section/ Class/ Rental Category)													
			Current		Life to Date								
Total Business Hrs		171	% Operational Efficiency	67%	72%								
Total Available Hrs		672	% Availability	92%	89%								
			Utilisation (Km)		369.00 21329.87								
							Created on		2013/03/15 07:52 AM				
							BUSINESS HOURS				AFTER HOURS		
Ref #	Registration #	Fleet #	Description	Cost Center	Depot	% Availability	Total Travel Time (Hrs)	Travel Time (Hrs)	Operational Efficiency	Span (Km)	Travel Time (Hrs)	% Efficiency	Span (Km)
1	CA430795	578	CA45364 NISSAN UD70.D CW 71 - 2000	80020031	Wynberg Depot	84%	7.09	7.09	4.15%	201.33	0.00	0.00%	0.00
2	CA839206	458	CA724919 ISUZU NPR400.D DA 78 - 2005	80020060	Bloemhof Depot	92%	38.87	23.87	13.96%	548.67	15.00	8.77%	211.72
Hourly Vehicles													
			Current		Life to Date								
Total Business Hrs		171	% Operational Efficiency	67%	80%								
Total Available Hrs		672	% Availability	92%	95%								
			Utilisation (Hrs)		43.00 876.89								
							BUSINESS HOURS				AFTER HOURS		
Ref #	Registration #	Fleet #	Description	Cost Center	Depot	% Availability	Total Time Engine in Operation (Hrs)	Operation Time (Hrs)	% Operational Efficiency	Vehicle Span (Km)	Operation Time (Hrs)	% Efficiency	Vehicle Span (Km)
3	CA430795	578	CA45364 NISSAN UD70.D CW 71 - 2000	80020031	Wynberg Depot	84%	7.09	7.09	4.15%	201.33	0.00	0.00%	0.00
4	CA839206	458	CA724919 ISUZU NPR400.D DA 78 - 2005	80020060	Bloemhof Depot	92%	38.87	23.87	13.96%	548.67	15.00	8.77%	211.72

TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

TENDER NO:
SPECIALIST REPORTS (10 of 11)
F.10 Driver Scorecard

Scope

Driving behaviour based on set standards:

Over RPM, harsh breaking, excessive idling, harsh acceleration, speeding (measured against legislated road speed). Each category has been weighted and factored into the calculation of performance.

Category Weight

Idling 20%

Speed 30%

Harsh Braking 30%

Acceleration 20%

Performance % (Idling x 20%) + (Speed x 30%) + (Braking x 30%) + (Acceleration x 20%)

Selection based on: SAP Hierarchy for Cost Centre (all drivers) or individual selection

Frequency: Automated as a Monthly report (past months date period) per Cost Centre

Purpose

Managing of CCT staff driving behaviour to aid reduction of vehicle maintenance, fuel consumption, accident/incident rate, Demerit points (AARTO/RTMS)

Driver Score Card
Wynberg Depot - 80020031
2013/03/19 to 2013/03/23

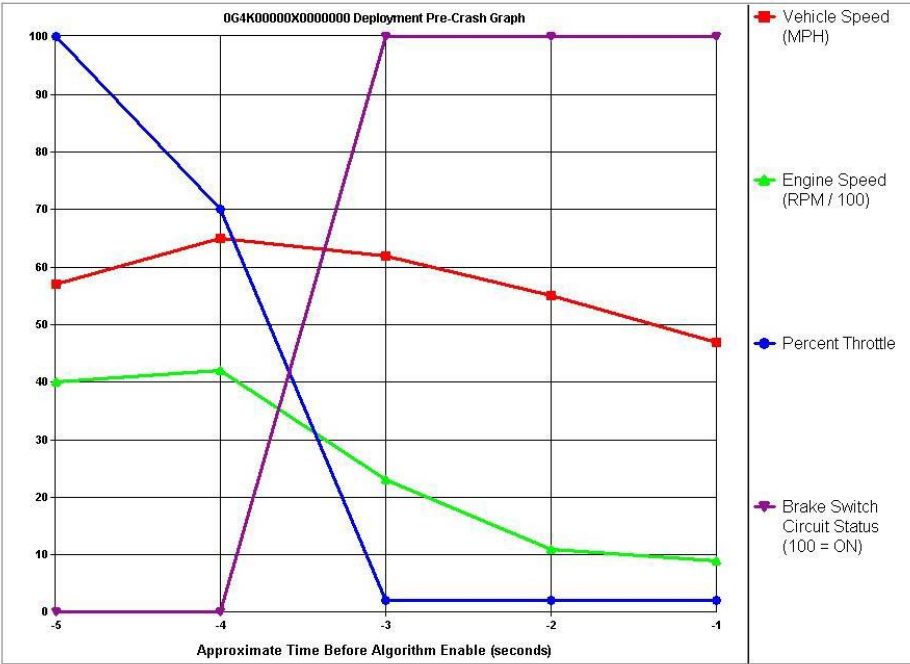
Created on 3/15/2013 7:52

Ref #	Driver	Staff ID #	Idling weight - 20%	Speed weight - 30%	Harsh Braking weight - 30%	Acceleration weight - 20%	Performance %
1	Soap J	19687	3	4	2	4	3.2
2	Smith T	16879	2	2	6	2	3.2
3	Jones G	89633	1	2	2	1	1.6

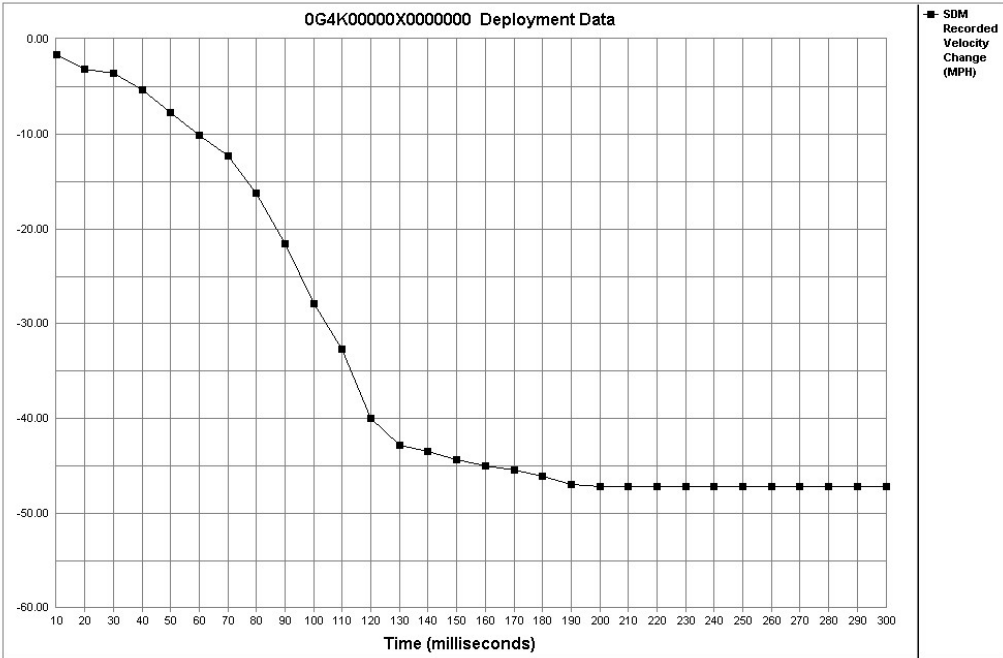
TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

SPECIALIST REPORTS (11 of 11)
F.11 Accident Reports Graphs

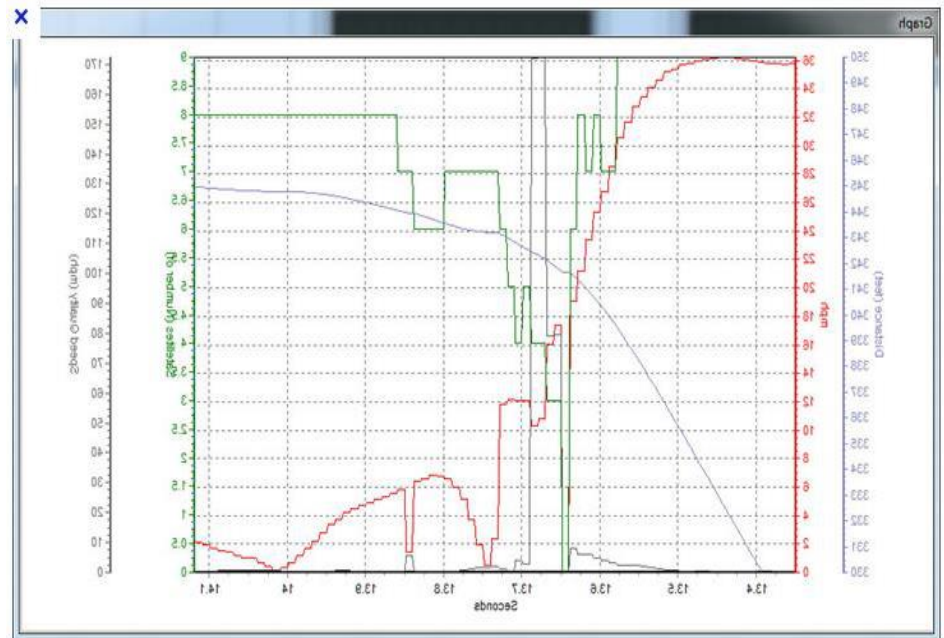


TENDER NO:





TENDER NO:



TENDERERS OFFER

The tenderer is to state here whether the above report is available / can be produced.

ANNEXURE D: MPI INTERFACE

MULTIPLE PRODUCT INTERFACE - MPI-001

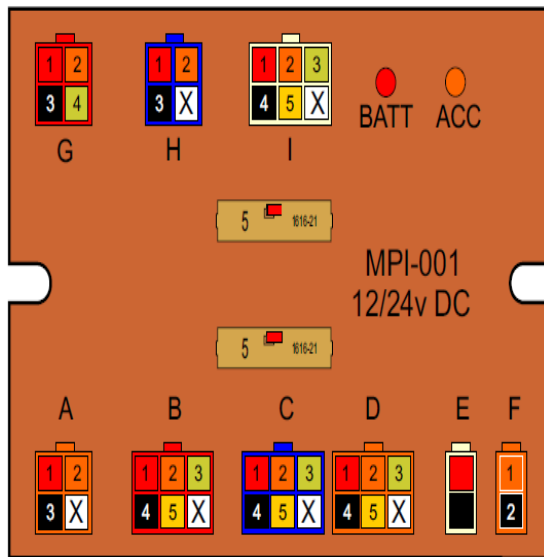
APPLICATION: CITY OF CAPE TOWN - LIGHT VEHICLES

NOTES:

1. MAXIMUM CURRENT DRAW - 5amp
2. NO 2 WAY RADIO CONNECTIONS PERMITTED

SPECIAL NOTE:

Wire colour indication on plugs is viewed from harness side of plug. From the back looking towards the control module



**INPUT from vehicle
DO NOT TOUCH**

LEGEND

Plug B - VEHICLE INPUT



1. Battery +ve
2. Ignition +ve
3. Engine RPM
4. Ground Ove
5. Speed
6. Empty



- Plug A**
1. Battery +ve
 2. Ignition +ve
 3. Ground Ove
 4. Empty

— UNUSED



- Plug C**
1. Battery +ve
 2. Ignition +ve
 3. Engine RPM
 4. Ground Ove
 5. Speed
 6. Empty

— UNUSED



- Plug D**
1. Battery +ve
 2. Ignition +ve
 3. Engine RPM
 4. Ground Ove
 5. Speed
 6. Empty

— UNUSED



- Plug E**
1. Battery +ve
 2. Ground Ove

— Hazard



- Plug F**
1. Ignition +ve
 2. Ground Ove

— UNUSED



- Plug G**
1. Battery +ve
 2. Ignition +ve
 3. Ground Ove
 4. Engine RPM

— Netstar



- Plug H**
1. Battery +ve
 2. Ignition +ve
 3. Ground Ove
 4. Empty

— UNUSED



- Plug I**
1. Battery +ve
 2. Ignition +ve
 3. Engine RPM
 4. Ground Ove
 5. Speed
 6. Empty

— AFS - Efuel

DRAWING No.	01032014	DATE/ISSUE	01/09/2013 - 1	REV No.	1	08/12/2013	Completed legend	All rights reserved. No part of this document may be copied or used without the express written consent of SAFESTOP
PART DESC.	Multiple Product Interface	SCALE	Not to scale	REV No.	2	09/02/2013	Reconfigured Legend	
PART No.	MPI-001	DRAWN BY	KAW	REV No.				
FILE	My Documents\Wiring dgms\Products\Multiple Product Interface							



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

INFORMATION TECHNOLOGY ARCHITECTURE TENDER STANDARDS



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

2.1 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.

Given that substantial investments (financial and human) have been made in these three technology "stacks", all new initiatives or developments needs to be in line with these technologies.

The below describes the CCT IT landscape that supports our core and unstructured business systems/processes. The **versions specified can be regarded as the lowest version listed and could be higher as newer versions are released and implemented.**



Domain	Software Vendor	CCT Current Standards (Minimum)
Operating System	Microsoft Server	Ms Windows Server 2019
	SAP	IBM AIX 7.2 (minimum standard)
		SUSE Linux Enterprise Server 15 (minimum standard)
	ArcGIS	ArcGIS version 10.7.1
Database	Microsoft	MS SQL 2019
	SAP	Oracle 19c as the minimum standard
		SAP HANA 2.0 SP03 (minimum standard)
	ArcGIS	ArcGIS geodatabase version 10.7.1
Hardware Server Virtual Machines (Non - SAP Applications and Databases are hosted in the Virtual	Microsoft	Microsoft Hyper –V
	SAP	IBM Power Series 8 Virtual Machine
	ArcGIS	ArcGIS version 10.7.1
Server Management	Microsoft	System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)
	SAP	SAP Solution Manager 7.2
	ArcGIS	Internal facing applications and solution for version 10.7.1 EPIC ring fenced systems for version 10.7.1 External facing applications and solutions for versions 10.7.1 (minimum standard)
Security and Business Continuity	Data protection	Veritas NetBackup 9.1
	SAP	See authorisation Section below



	ArcGIS Server	ArcGIS version 10.7.1
Authorisation & Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)
	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.7.1
Portal/Web Hosting	Microsoft	Windows 2019 Server Running IIS 8.5
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTPS Tomcat - latest secure version (e.g. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard
	ArcGIS	ArcGIS Portal Version 10.7.1
Program Development	Microsoft	.NET 6 (minimum standard)
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript, ArcGIS API for JavaScript 3.x/4.x, ArcObjects C# SDK 10.7.1, ArcGIS Pro SDK, WCF and Web API Services, REST and .NET 4.7.1 (Minimum Standard)
Middleware/ Integration	Microsoft	ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST



	SAP	SAP Process Integration 7.4 (minimum standard) GEO.e – Integration of Transport assets with SAP PM and FI
	ArcGIS	Esri Mediator – Integration of PVC objects wit SAP LUM, ArcGIS Desktop 10.7.1 AddIns ArcObjects C# SDK 10.7.1, ArcGIS Pro SDK AddIns, Web API, WCF, GIS iSAP Portal, ArcGIS API for JavaScript 3.x/4.x
Front End Services & Endpoint computing	Microsoft	Windows 10 64 bit Professional Office Professional Plus 2016 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader , SharePoint Workspace} MS Edge Chromium as the minimum standard browser Exchange 2016 (Email) Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) SharePoint 2016 (minimum standard)
	SAP	SAP GUI 7.70 (minimum standard)
	ArcGIS	ArcMap 10.7.1 Suite ArcGIS Pro 2.92 (minimum standard)
Supported File transfer Protocols	Secure File Transfer Solution (SFTP), FTPS	
Anti-virus software	Trend Micro Smart Protection Complete Suite as the minimum standard	
Records Management	Public Sector Records Management SAP NetWeaver 7.4	
Mobile field devices	Android 4.4.4 operating system (minimum standard) Android 10 (and above is not supported at present)	
	SAP Afaria 7 mobile management system (minimum standard)	



Open Source	Operating System	Redhat Enterprise Linux (RHEL) 7.5 SUSE Linux Enterprise Server 15
	Database	MariaDB 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)
Cybersecurity, Fixed Networks Security	Firewalls	Palo Alto
	Proxy	Citrix ADC



2.2 Network Minimum Standards

1. 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.
2. Desktops typically have a 100-Mbps Local Area Network (LAN) connection, while the Wide Area Network (WAN) connections vary between 1-Gbps at the access layer to 10Gbps towards the distribution and network Core Layers.
3. 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.
4. 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.

2.3 Desktop Hardware Minimum Standards

The City of Cape Town's minimum desktop hardware specification are:

- 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



2.3 Compulsory Standards

The following minimum IS&T Architectural Standards **MUST** be complied with:

1. IP protocol only on the network
2. SChannel settings must comply as follows where applicable
 - Server Protocols = TLS 1.2
 - Ciphers = AES 128/128; AES 256/256
 - Hashes = SHA 256; SHA 384; SHA 512
 - Key Exchanges = PKCS; ECDH
 - Client Protocols = TLS 1.2
3. Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
4. Separate database and application server architecture.
5. ODBC or OLEDB connections between applications and databases
6. Full relational database design, using stored procedures.
7. All DLLs must be wrapped as COM+ objects (preferably written in .NET)
8. .Net Framework 4.8 to be used in order to fully support TLS version 1.2
9. Scheduled events via DTS on SQL Server.
10. Application security (i.e. user accounts) at the application or database level (not at the OS level)
11. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
12. Solution must function within a Microsoft Managed Environment
13. PC thick clients must not function requiring administrative rights
14. PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
15. Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
16. All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
17. 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
18. Outbound internet connections allowed via **proxy only** on HTTPS on port 443
19. Webserver Software (Tomcat/Apache etc.) must have all vendor provided security patches to known CVEs applied.
20. All open source or freeware components/dependencies used by applications or software solutions must comply with all/if any licensing requirements.
21. Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.
22. The City's IS&T password management Standard Operating Procedure be adhered to where applicable.
23. The City's IS&T Network Access Standard Operating Procedure be adhered to where applicable.
24. Ensure that industry best practises are followed regards to general Change and/or User Management processes.
25. Only the Open components of the **Java Platform SE/EE** must be used e.g. Open JDK/JRE or **licensing must be provided** by the service provider for the Oracle licensed version.



2.4 Preferred Standards

The following IS&T ARCHITECTURAL standards are preferred:

1. Application Solutions hosted on Microsoft Platforms
2. Web applications rather than thick client/server applications
3. If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
4. Application architecture to be modular, and N-Tiered
5. Version control to be used for all application layers, and release management to include detailed release notes
6. The ability to co-exist with other 3rd party applications on the same hardware.
7. 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
8. Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises

2.5 Non-Supported Standards

The following IS&T ARCHITECTURAL standards are EXPLICITLY NOT SUPPORTED:

1. Active X Controls – the managed desktop environment does not permit these.
2. Mapped Network Drives or UNC paths between workstations and application servers
3. Mapped Network Drives between application/web/database servers
4. Mapped Network Drives or UNC paths between workstations
5. IP addressing - use DNS addressing instead
6. Application and database on the same server
7. Microsoft Access developed applications local or on a server
8. Applications written in such a manner whereby usernames and password are embedded in the application code
9. Thin client solutions such RDS and Terminal Services.

2.6 On-Premise vs Cloud Standards

The following IS&T ARCHITECTURAL standards are EXPLICITLY NOT SUPPORTED:

The CCT 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 we consider Cloud proposals we have to balance the perceived benefits of Cloud with the hidden costs and risks of Outsourcing. The CCT's long standing On-Premise model is well understood, institutionalised, costed and staffed. The "Cloud Appropriate" strategy allows us to consider On-premise/In-House (well understood), Cloud/Outsourcing (uncharted terrain) and Hybrid (highest complexity) Solutions/Proposals.

2.6.1 On-Premise



The following issues are **to be consider and described in your On-Premise proposals**:

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

2.6.2 Cloud

The following issues are **to be consider and described in your Cloud proposals**:

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



6. System Performance

- a. What steps will you take to ensure the system performance of CCT's systems provided by your cloud solution?
- b. will you be making any guarantees about system performance?
- c. will you be making any guarantees about system uptime and availability?
- d. How and how frequently will you be reporting on system performance and uptime?
- e. How will you remedy problems with system performance and uptime?
- f. How quickly will you remedy problems with system performance and uptime?



SECTION B. ARCHITECTURAL AND TECHNICAL QUESTIONS

The intention of the questions listed below is to enable the City's Information Systems & Technology department to gauge the architectural alignment of proposed systems.

Technical Architecture and Platforms

- a) Provide a system diagram (show servers, workstations and network topology)
- b) Provide an application Architecture diagram (show application modules and databases)
(the above two diagrams may be combined if appropriate)
- c) Briefly describe your architecture (where applicable) in terms of the points below:

1. 2 tier Client/Server (via ODBC/OLEDB)	
3 Tier Client/Server (via ODBC/OLEDB)	
A combination of the above if applicable	

- b) Describe the client type (Please note: The city runs Windows 10 64-bit version on their workstations)



I.	Web (Preferred)	
II.	Thick (e.g. 64 bit executable/other)	
III.	A combination of the above if	

c) If thick client, is any framework required and which minimum version (e.g. .NET 4.8)?

d) Specify any middleware used or required.

e) Specify any Document Management functionality provided or required.

Integration and Interfaces

For each sub-heading, where applicable, briefly describe/comment on how your system will Integrate/Interface

a) Provide data flow diagram (show the flow of data through the system)

b) Provide data fields

c) **SAP**

I. Type of interface used? (batch/middleware/API)	
II. Which open standards do you comply with? (xml, flat file)	
III. Please furnish your SAP certificate of approval if you have one.	

d) **Microsoft Exchange**

I. Email Notifications	
II. Other	

e) **Web hosting**

I. Web Services	
II. Page Wrapping	
III. API	



F) ESRI GIS

I. Which ESRI modules you will be using?	
II. Which ESRI interfaces you will be using?	
III. If you are not using ESRI modules, please describe the alternative GIS you are proposing?	

g) Other corporate IT systems (DMS, RMS, GIS, RightFAX, Cash Receipting etc.)

Bandwidth Implications

a) Bandwidth implications for application end-users (i.e. what would the performance for users at a remote site with a 64kbps network connection be like?)

b) Is any data synchronisation required between a locally hosted and remotely hosted database (or file repository) as part of normal operations?

c) Briefly describe the expected LAN/WAN/Internet impact of this system.

d) Bandwidth implications for devices hosted on the network for end-users (i.e. biometric time and attendance clocking devices at a remote site with a 64kbps network connection)

Security

a) Are any specific TCP/IP ports required to be opened - specify?

b) Are there any special routing requirements?



c) What network protocols are used?

d) Is there any encryption of data used? Explain

e) Briefly describe the type of user authentication used, i.e. OS level, network directory level, database level or application level.

f) Briefly describe the user roles and profiles.

Deployment / Technical Support

a) Briefly outline the level of involvement required from the City of Cape Town's IS&T dept., differentiating between the implementation and operational phases.



- b) Briefly describe the expected roles and responsibilities required for the above.

- c) Briefly describe your plan for facilitating any skills transfer between your technical personnel and the CCT IS&T dept. personnel (mention things like training courses, one-on-ones, tutorials etc.) for the above.

- d) Do you intend to monitor the system remotely as part of the support? If so, describe how

Licencing and Support agreements

- a) Describe the software licencing model

- b) Describe the envisaged hardware and software maintenance and support arrangements.



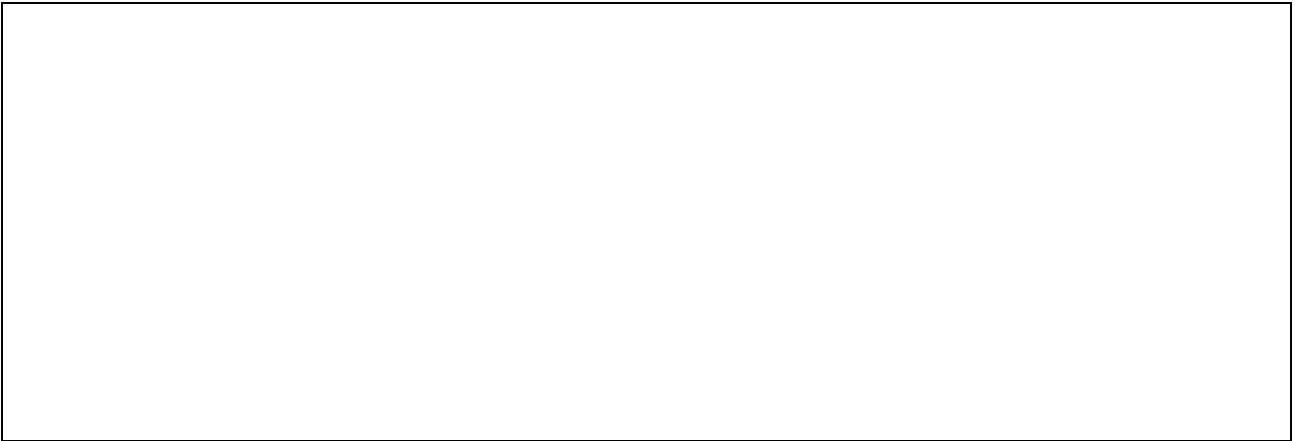
Backups & Disaster Recovery (IT Continuity planning)

a) Briefly outline your plan for backups

b) Briefly outline your plan for Disaster Recovery (IT continuity Planning)

SECTION C FURTHER REQUIREMENTS SPECIFIC TO THIS TENDER

The purpose of this section is to specify further IT requirements specific to the nature of this tender. This section is to be completed by the IS&T staff supporting this tender as well as the business tender owner.





Compulsory Specification for Integrating with an Enterprise GIS System

This is to enable the real-time event based data streaming to an enterprise GIS system

1. GEOEVENT PROCESSOR FOR ARCGIS SERVER

1. Receives real-time data streaming.
2. Performs continuous processing and analytics.
3. Sends updates and alerts where needed.

2. GEOEVENT INPUT CONNECTORS

The GeoEvent Extension receives data by using an Input Connector. An Input Connector must know:

1. How the data is being received.
2. How the data is formatted. Adapters and transports handle these tasks, which are technical implementations beneath each connector.

ArcGIS 11.1 – The upgrade project will change the input connector specifications for PN00771 - EPIC ArcGIS Upgrade 11.1 to:

[Available input connectors—GeoEvent Server | Documentation for ArcGIS Enterprise](#)

ArcGIS Server	Poll an ArcGIS Server for Features
File	Watch a Folder for New CSV Files
	Watch a Folder for New GeoJSON Files
	Watch a Folder for New JSON Files
Kafka	Subscribe to a Kafka Topic for GeoJSON
	Subscribe to a Kafka Topic for JSON
	Subscribe to a Kafka Topic for Text
RSS	Receive RSS
Socket	Receive Text from a TCP Socket
	Receive Text from a UDP Socket
Web	Poll an External Website for GeoJSON
	Poll an External Website for JSON
	Poll an External Website for XML
	Receive Features on a REST Endpoint
	Receive GeoJSON on a REST Endpoint
	Receive JSON on a REST Endpoint
WebSocket	Receive XML on a REST Endpoint
	Receive GeoJSON on a WebSocket
	Receive JSON on a WebSocket
	Subscribe to an External WebSocket for GeoJSON
	Subscribe to an External WebSocket for JSON



3. SUMMARY

1. Frequency of update:
 1. Greater than 1km.
 2. Greater than a 30 degree turn.
 3. Update if last received ping was 50 minutes ago.
2. Frequency of Update for MOBILE:
 1. Every 2 seconds.
 2. Feed provides direction and speed indicator. Allows direction placement of symbol.
(only via GPS not by 3G triangulation)
 3. Accuracy indicator also provided.

4. VEHICLE TRACKING POSITIONAL UPDATES

The position sent through is a position sampled according to an algorithm –

1. Distance moved > 1000m
2. Time expired > 50 min
3. Turn angle > 30 degrees

A heading could be calculated from the data sampled but it would be based on 'historical path' as compared to the second by second bearing calculation broadcast by the GPS module installed in the tracking unit.

5. VEHICLE TRACKING POSITION MESSAGE FORMAT

Mobile / Person Tracking Information is available to Applications that can read the following data format –

Identifier, Msg Type, Date, Time, Latitude, Longitude, Speed, Status1, Status 2,...

Field Delimiter	All fields are separated by a Comma.
Identifier	The identifier field is subscriber identifier (SID) that the Switch Administrator uses to identify the mobile unit / person uniquely.
Msg Type	Two Msg Type codes are pre-defined for Mobile and Person tracking data respectively - MPS1 - Mobile (Generated by the VEHICLE TRACKING OBCU) MPS2 - Person (Generated by Motorola Portable Radio)

6. VEHICLE TRACKING Position Message Format Layout

Field Name	Field Description
Date	The date shall be expressed in the following format - yyyyymmdd where - yyyy year mm month dd day
Time	The time shall be expressed in UTC (UTM) in the following format - hhnss where hh hours, using a 24 hour clock nn minutes ss seconds
Latitude	Latitude shall be expressed in decimal degrees to 6 decimal places, using the following convention -



	Northern Hemisphere Positive co-ordinate value Southern Hemisphere Negative co-ordinate value
Longitude	Longitude shall be expressed in decimal degrees to 6 decimal places, using the following convention - Eastern Hemisphere Positive co-ordinate value Western Hemisphere Negative co-ordinate value
Speed	Speed shall be expressed in km/hour to one decimal place

VEHICLE TRACKING MPS (Mobile Position Strings) Message Formats

Two MPS Message formats have been provided, one for Mobiles (Vehicles, Scada Equipment, etc) and the other for Persons (carrying Portable Radios), MPS1 and MPS2 respectively.

Both Message types have the follow structure

Identifier, Msg Type, Date, Time, Latitude, Longitude, Speed, Status1, Status 2, Status 3,

Status 4,

The Status fields are different in each case -

MPS1

Status1 - T or F - Power

Status2 - T or F - Emergency

Status3 - T or F - GPS Lock

Status4 - T or F – Ignition

Example –

77660,MPS1,2009-01-07,02:22:06,-34.033000,18.608400,0,T,F,T,F,

MPS2

Status1 - T or F - ON or OFF

Status2 - T or F - Emergency

Status3 - T or F - GPS Lock

Status4 - Move, Text, Time – Trigger

Example –

78597,MPS2,2009-01-06,19:26:31,-33.860756,18.627161,0,T,F,T,Move,

The status of the tracking unit ignition system shall be represented in the following way -

N Not Available

T Ignition Status is ON

F Ignition Status is OFF