


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 139

TENDER NO: 45S/2022/23

TENDER DESCRIPTION: THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT AND MAINTENANCE OF IN-VEHICLE AND STATIC ANPR CAMERA SOLUTIONS AND BODY WORN CAMERA SOLUTIONS FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30/06/2025

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 30 August 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 163

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	:	29 July 2022
SITE VISIT/CLARIFICATION MEETING	:	10:00 – 11:00 15 August 2022 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Safety & Security Auditorium, MWEB Building, 100 Fairways Close, Parow
TENDER BOX & ADDRESS	:	Tender Box 163 as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	<p>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. 45S/2022/23 - THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT AND MAINTENANCE OF IN-VEHICLE AND STATIC ANPR CAMERA SOLUTIONS AND BODY WORN CAMERA SOLUTIONS FOR THE CITY OF CAPE TOWN" 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.</p> <p>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.</p>

CCT TENDER REPRESENTATIVE**[Name: Adrian Long / Matthew Rosenberg****Tel. No.: 021 406 8724 / 021 400 1640**
Email: Adrian.Long@capetown.gov.za / Matthew.Rosenberg@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 single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period from the commencement date of the contract until the 30 June 2025

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

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

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

2.1.5.3 Nomination of Alternative Bidder

Alternative 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 alternative bidder in terms of the procedures included its SCM Policy.

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Non-compulsory meeting as specified.

2.2.1.1.4 Minimum score for functionality

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

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

Item	Evaluation Criteria	Scoring Bands	Point Breakdown	Total Points
#1	Experience - The company's years of experience relating to the supply, delivery, installation of In-Vehicle Camera, Body Worn Camera and / or ANPR Technology Solutions.	5 years and more	20	20.0
		2 to 5 years	15	
		0 to 2 years	5	
#2	Project Delivery - Number of successfully completed In-Vehicle Camera, Body Worn Camera and / or ANPR Technology projects (of at least 20 individual installations / Units) with references	More than 10 projects	25	25.0
		5 to 9 project	20	
		2 to 4 projects	15	
		Less than 2 projects	5	
#3	Project Implementation - Duration in months, post the award of the tender required to complete the project installation on the proposed number of vehicles	within 1 months	20	20.0
		1 to 3 months	15	
		4 to 6 months	5	
#4	Proposed Project Team Resources - Number of staff currently employed by the company who would be dedicated to this project.	21 + people	20	20.0
		11 to 20 people	15	
		5 to 10 people	10	
		1 to 5 people	5	
#5	Technical Capacity - Number / Type of registered technical installation / support centres in the municipal boundaries of the City of Cape Town to be made available should the vendor be awarded the contract	Combination of Mobile Workshops and at least 2 Installation centres	15	15.0
		more than 5	10	
		2 to 5	5	
		1	0	
	Total			100.0

The minimum qualifying score for Evaluation Criteria is a weighted score of 70 out of a maximum of 100.

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

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

A more detailed explanation of the Evaluation criteria is given below:

Where appropriate:

The CCT understands that there are limited South African entities which have delivered public safety technology programmes with all of the required functionality. For this reason, CCT will accept supporting documentation and evidence from implementation partners, technology providers, OEMs/OSMs, which have a suitable track record. This is provided that the entity submits letters of partnerships and collaboration.

More specific information regarding this is included in the below evaluation criteria.

- The company's years of experience providing relevant mobile and field-related Dashboard Cameras, Body Worn Cameras and ANPR technologies (including mobile and static cameras) must be described in the response, with a list, and short description of the projects that are considered in this Evaluation Criteria. For this purpose relevant projects would be considered if they were enterprise level technology solutions deployed in a safety & security or mobile / fleet environment that include ANPR and Connectivity and involved installation of software and hardware into more than 20 vehicles. Please provide evidence of the number of continuous years the tenderer has been actively providing these Solutions since 2015. This evidence must be in the form of reference letters, on the referee's letterhead, specifying the details and scope of the solution, as well as all the referee's verifiable contact details.*
- A list, with contactable references of each of the In-Vehicle Camera, Body Worn Camera and ANPR Technology projects considered for this evaluation criteria must be provided in the tender response. A description of each completed project with number of installed units (must be more than 20), approximate contract value, duration and industry must be provided. Please provide evidence in the form of verifiable references, specifying the implementation of the projects, as well as all the referee's verifiable contact details.*
- This criteria measures the ability of the vendor to conclude the installation of the solution into the vehicles and commission the management software and other components of the solution within a reasonable period of time within the contract. The implementation of any penalty clause in the contract will be related to the responses received relating to this evaluation Criteria. Tenderer to provide proof of how they plan to complete this project implementation within the stated timeframe.*
- A list of full-time employees available to be a part of or support the project team, and their main qualifications and skills will be required to verify the evaluation criteria. CV's of the main roleplayers should be provided.*
- The following key roleplayers must be specified:*
Project Manager
Support Lead
Technical Lead – Solutions Architect
- This evaluation criteria will inform the City of how convenient support, maintenance and repairs on the City Fleet will be. A number of facilities across the City, or sufficient Mobile Workshops would be desirable. Night-time capabilities would suit the Cities operational requirements. Tenderer to provide a plan for how the technical capacity would be structured with detail on the capability and capacity of each support centre / mobile support workshops. If the facilities do not currently exist, the tenderer must provide a detailed plan on how the functionality would be delivered.*

2.2.1.1.5 Local production and content

NOT APPLICABLE

2.2.1.1.6 Pre-qualification criteria for preferential procurement

NOT APPLICABLE

2.2.1.1.7 Provision of samples

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

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, 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 the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

2.3.10.3.4 Applicable formula:

Either the 80/20 or 90/10 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

*A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Level of Contributor	B-BBEE Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2		18
100%	1		20

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_s + N_P$$

Where: P_s is the number of points scored for price;
 N_P is the number of points scored for preference.

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

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 PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

2.3.12.5 The CCT reserves the right to nominate an alternative 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 alternative 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			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 25 of 66

TENDER NO: 45S/2022/23

TENDER DESCRIPTION: THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT AND MAINTENANCE OF IN-VEHICLE AND STATIC ANPR CAMERA SOLUTIONS AND BODY WORN CAMERA SOLUTIONS FOR THE CITY OF CAPE TOWN

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2025

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

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

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

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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NUMBER: 45S/2022/23: THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT AND MAINTENANCE OF IN-VEHICLE AND STATIC ANPR CAMERA SOLUTIONS AND BODY WORN CAMERA SOLUTIONS FOR THE CITY OF CAPE TOWN OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NUMBER : 45S/2022/23

**THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT AND MAINTENANCE OF IN-VEHICLE AND
STATIC ANPR CAMERA SOLUTIONS AND BODY WORN CAMERA SOLUTIONS FOR THE CITY OF
CAPE TOWN**

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

Signed: Witness		
Name of Witness		

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

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

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

Comprehensive solution INCLUDING:						
- Supply, Installation, Software Licensing, Software Hosting, Data Connectivity (including Data Costs), Data Storage, Support, Maintenance, Training, Ongoing Data and Software Access.						
Item Number	Description of Goods / Service	Unit of Measure	Estimated Quantity	Pricing Structure (Excl VAT)		
1. Software and Backend Services				Year 1	Year 2	Year 3
1.1	Provision of Software Solutions on an Enterprise Licence Model that meet the functional requirements of the following: - Mobile Device Management (MDM) - Digital Evidence Management (DEMS) - Video Management Solution (VMS)	Enterprise licence per month	Single Enterprise instance			
2. Field Endpoint Devices				Year 1	Year 2	Year 3
2.1	Supply and installation of In-vehicle Camera (IVC) solution as per pricing notes	Per vehicle installation	0-50			
			51-100			
			101-500			
			>500			
2.2a	Supply and installation of Body Worn Camera (BWC) solution as per pricing notes (non-streaming)	Per device (and associated multiple users)	0-50			
			51-100			
			101-500			
			>500			
2.2b	Supply and installation of Body Worn Camera (BWC) solution as per pricing notes (streaming)	Per device (and associated multiple users)	0-50			
			51-100			
			101-500			
			>500			
2.3	Supply and installation of Portable Fixed Camera (PFC) solution as per notes below	Per installation	0-5			
			6-10			
			10-20			
			>20			
2.4	Supply and installation of Static Fixed Camera (SFC) solution as per pricing notes	Per installation	0-10			
			11-20			
			21-50			
			>50			
3. Storage				Year 1	Year 2	Year 3
3.1	Provision of storage for VMS solution for the duration of the contract	Per GB per month	Bidder to provide Estimates			

3.2	Additional Storage required for other sources of data / evidence being made available to the VMS, DEMS Software.	Per GB per month	Bidder to provide Estimates			
3.3	Data transfer to the City in an appropriate format upon completion of the Contract	Per GB	N/A			
4. Connectivity				Year 1	Year 2	Year 3
4.1	Provision of device data (video footage and other related information) transfer from devices to the servers (MDM, DEMS, VMS) for the duration of the contract	Per GB	Bidder to provide Estimates			
4.2	Cost to live stream 1 hour's worth of IVC / BWC footage at HD (1080p) resolution	Per hour	1 Hour			
4.3	Cost to live stream 1 hour's worth of SFC / PFC at HD (1080p) resolution	Per hour	1 Hour			
5. Other Services				Year 1	Year 2	Year 3
5.1	Additional Training / Refresher Training / Specialised Training course options	Per course of One day with up to 20 candidates	N/A			
5.2	Support and Maintenance Costs other than those covered in the above.	Bidder to provide	N/A			
5.3	Transfer of devices to new installations (in case of vehicle damage etc)	Per transfer	N/A			
6. Optional Services				Year 1	Year 2	Year 3
6.1	VMS Digital Evidence Analytics Solution	Per Enterprise Solution	N/A			
6.2	Additional Services required to operationalise the Solution	Per additional service	N/A			

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 Notes per line item:
NOTE: This entire solution shall be linked to the capital purchase of the Dashcam, Bodycam, Mobile Fixed, and Static Fixed Cameras as hardware devices

1.1 – Software Solution

- MDM: The purchase of Field Endpoint Devices by the City requires that the Service Provider provides a solution to manage the devices owned by the City. The solution must assist with device management; software and firmware upgrades; user management, roles and authorisations and any other relevant functions in order to operationalise the solution for the City. Preferably this cost should be included in the cost of the camera, but if a cost is to be incurred, this cost must be quoted per month and if there is an annual escalation in price it must be listed in the pricing sheet.
- DEMS: The purchase of Field Endpoint Devices by the City requires that the Service Provider provides a solution that assists the City to effectively leverage the value of the entire value proposition. This 'Digital Evidence Management Solution (DEMS)' must provide the user interface functions, including but not limited to, real-time situational awareness of 'cameras', interface to view different camera streams, ability to share or 'clip and share' camera feeds, as well as the ability to access the VMS in order to extract and manage evidence post the event being captured on any camera. This solution should also be able to manage the ANPR component of the required solution in an integrated manner. This solution must provide the City with all the functionality to operationalise the solution for the City. Preferably this cost should be included in the cost of the camera, but if a cost is to be incurred, this cost must be quoted per device per month and if there is an annual escalation in price it must be listed in the pricing sheet.
- VMS: The purchase of Field Endpoint Devices by the City requires that the Service Provider provides a solution to store the footage being recorded by the various camera's in the proposed solution.

- 2.1 The purchase by the City of an 'In-vehicle Camera (IVC) installation' shall include, for the period of the contract, the:
- On-Board Camera Installation and Operating License Fee
 - Supply, Deliver, Install Hardware for 1 x On-board Camera Installation consisting of:
 - 1 x Forward-facing camera
 - 1 x Rear-facing camera
 - 1 x Data Storage unit (72 hour storage capacity)
 - 1 x Connectivity solution
 - 1 x User Interface Device (*optional based on suitability of existing City Devices)
 - Cables
 - Mountings
 - Power and charging supply
 - Any other installation equipment required for operations
 - Supply, Deliver, Install Software
 - Camera Software if required
 - Camera License if required
 - Connectivity software if required
 - User Interface Device Software
 - power connections for camera and user interface,
 - device-based license model,

- connectivity-related hardware and infrastructure,
- initial device training, and
- a support and maintenance agreement on the hardware as per warranty and guarantee agreements.

It shall also include 'supported' access to MDM, DEMS and VMS solutions for the contract period.

Note: The purchase of the camera by the City shall exclude the User Interface Devices which already exist in the City environment, however the solution must be able to work effectively with the City owned User Interface Device which are Android Devices connected by City Data SIM Cards for field users and Windows-based PC's for centralised users.

2.2 The purchase by the City of a 'Body Worn Camera (BWC) installation' shall include, for the period of the contract, the:

- Supply, Deliver, install hardware for 1 Body Worn Camera installation consisting of:
- 1 x Body Worn Camera;
- 1 x standard uniform mounting;
- 1 x Charging and download Dock;
- All required accessories such as batteries, earpieces, cables,
- Supply, Deliver, Install Software
- Body Worn Camera Software if required
- Body Worn Camera License
- Body Worn Connectivity software if required
- User Interface Device Software
- local device storage as defined in the specifications,
- 'user interface' installation and mounting (if required in the configuration),
- power connections for camera and user interface,
- device-based license model, (each device to be able to be used by multiple users)
- connectivity-related hardware and infrastructure (if required),
- initial device training, and
- a support and maintenance agreement on the hardware as per warranty and guarantee agreements.

It shall also include 'supported' access to MDM, DEMS and VMS solutions for the contract period.

Note: The purchase of the camera by the City shall exclude the User Interface Devices which already exist in the City environment, however the solution must be able to work effectively with the City owned User Interface Device which are Android Devices connected by City Data SIM Cards for field users and Windows-based PC's for centralised users.

2.3 The purchase by the City of a 'Portable Fixed Camera (PFC) installation' shall include, for the period of the contract, the:

- Supply, Deliver, Install Hardware
- 2 x Tripod-mounted cameras with appropriate cabling for a road block setup
- 1 x Data Storage unit
- 1 x Connectivity solution
- 1 x User Interface Device
- Cables
- Mountings
- Power and charging supply
- Any other installation equipment required for operations
- Supply, Deliver, Install Software
- Camera Software if required
- Camera license if required
- Connectivity software if required
- User Interface Device Software
- Local device storage as defined in the specifications,
- 'user interface' installation and mounting (if required in the configuration),
- power connections for camera and user interface,
- device-based license model,
- connectivity-related hardware and infrastructure,
- initial device training, and
- a support and maintenance agreement on the hardware as per warranty and guarantee agreements.

It shall also include 'supported' access to MDM, DEMS and VMS solutions for the contract period.

Note: The purchase of the camera by the City shall exclude the User Interface Devices which already exist in the City environment, however the solution must be able to work effectively with the City owned User Interface Device which are Android Devices connected by City Data SIM Cards for field users and Windows-based PC's for centralised users

- 2.4 The purchase by the City of a 'Static Fixed Camera (SFC) installation' shall include, for the period of the contract, the:
- Supply, Deliver, Install Hardware
 - 1 x Forward-facing gantry type camera
 - 1 x Rear-facing gantry type camera
 - 1 x Data Storage unit
 - Cables
 - Mountings (excluding gantry / 'pole' type infrastructure),
 - Power connections
 - Any other installation equipment for operations
 - * Presume the ability to utilise gantry structure and gantry power for this installation
 - Supply, Deliver, Install Software
 - Camera Software if required
 - Camera License if required
 - local device storage as defined in the specifications,
 - power connections for camera and user interface,
 - user license on a shared driver model,
 - connectivity-related hardware and infrastructure,
 - initial device training, and
 - a support and maintenance agreement on the hardware as per warranty and guarantee agreements.

It shall also include 'supported' access to MDM, DEMS and VMS solutions for the contract period.

Note: The purchase of the camera by the City shall exclude the User Interface Devices which already exist in the City environment, however the solution must be able to work effectively with the City owned User Interface Device which are Windows-based PC's for centralised users.

- 3.1 Service provider must quote the cost of data storage per GB per month, to be billed monthly.
- 3.2 Service provider must quote the cost of data storage per GB per month should the City wish to utilise the VMS to store additional video data from other video sources (such as City-owned drone footage) that the City currently utilise, or utilise in the future.
- 3.3 Service provider must quote the cost of data transfer per GB should the City wish to transfer the stored data to its own servers at any point in time during the contract, or alternatively once the contract expires. The Service Provider must agree to ensure the data is transferred in an industry standard, and mutually agreed upon format. The City reserves the right to not transfer all or any data and the Service Provider would then be required to delete all the remaining data as per data contract. Bidder to suggest mechanisms of transfer that are both efficient and cost-effective.
- 4.1 The purchase of Field Endpoint Devices by the City requires that the Service Provider provides a solution to transfer the footage being recorded by the various cameras in the proposed solution from the devices to the VMS
- The cost for this must be quoted as a per GB figure, and must be billed monthly, with supporting documentation to support the data utilisation by each device. It is requested that the tenderer provide a table of Data Utilisation with reference to the different devices, different video resolutions, and the type of stream (e.g. critical live stream vs uploading data after the fact). Options available from the Service Provider to manage these data transfer costs must be communicated with the City in order to allow the City to adjust retention policies, transfer policies and camera utilisation etc in order for the City to be in a position to manage these costs. The solution setting options will be important to the success of the solution, such as priority data, streaming options, data quality, compression rates, etc.
- 4.2 The Costs relating to streaming the of data will be affected by the compression technology associated with the cameras. Thus, the city requires to evaluate the cost per streaming hour of each end point device. Please provide details of this for the IVC and BWC devices.

- 4.3 The Costs relating to streaming the of data will be affected by the compression technology associated with the cameras. Thus, the city requires to evaluate the cost per streaming hour of each end point device. Please provide details of this for the SFC and PFC devices.
- 5.1 Service provider must quote the rate to facilitate any course per day, and must list the different courses and the duration in days of each course offered. The training solution must be provided in line with the Specifications provided.
- 5.2 Service provider to list and cost any additional support costs related to the contract
- 5.3 The Service Provider to provide costs and information on the transfer of an installation of the IVC solution to a different vehicle. This may need to occur due to operation requirements or due to the initial vehicle being damaged whilst the IVC technology is still functional.
- 6.1 Service Provider can provide information and quote on the option to provide a software solution that can access the provided VMS and run analytics on parameters entered by analysts. These parameters should include time frame, geo-location, as well as other more refined searches such as motor vehicle colour etc. This is optional and will not be included in the evaluation.
- 6.2 Service Provider can provide information and quote on the option to provide any additional solutions that can leverage the value of the solution requested by the City. These proposals will not be utilised as part of the evaluation process.

Assumptions

- Existing power can be utilised on the Gantry Installations
- City will provide all vehicles including for the Mobile Fixed Camera installations
- City will provide user interface hardware for the centralised users - this should be compatible with existing operator desktops
- City will provide access to the TETRA network if required, subject to discussion and proof of the need by the Tenderer.
- City will NOT provide connectivity hardware / software in any installation unless it is already existing e.g.: EPIC Mobile Devices
- City will provide training venues

(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	
-----	--	----	--

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 Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B\text{-BBEE}^a - B\text{-BBEE}^t) \times P^*$$

where:

$B\text{-BBEE}^a$ = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

$B\text{-BBEE}^t$ = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P^* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="text"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐
Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) the information furnished is true and correct;
 - (ii) the preference claimed is in accordance with the conditions of this schedule;
 - (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
 - iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

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

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

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

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

3.12.1 If yes, furnish particulars

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

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

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

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

Date

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

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

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

Schedule 5: Conflict of Interest Declaration

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

YES		NO	
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- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

Not applicable

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **45S/2022/23 THE SUPPLY, DELIVERY, INSTALLATION, SUPPORT AND MAINTENANCE OF IN-VEHICLE AND STATIC ANPR CAMERA SOLUTIONS AND BODY WORN CAMERA SOLUTIONS FOR THE CITY OF CAPE TOWN** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Local Content Declaration / Annexure C

Not applicable

[Drafters Note: If Local Content is not required for this tender, then delete all text related to it on this schedule(s) and insert "Not Used" under the page heading

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

Textiles, Clothing, Leather and Footwear sector**100%**

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Note: VAT to be excluded from all calculations

(C1)	Tender No.						
(C2)	Tender description:						
(C3)	Designated product(s)						
(C4)	Tender Authority:						
(C5)	Tenderer Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %						

[illegible]

TENDER NO: 45S/2022/23

Calculation of local content							
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources

[illegible]

*** State Customs Duty Tariff Reference for each item**

Note:

Note that any Resources not inserted in this Returnable Schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.

[illegible]

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage – (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONTAINED IN CLAUSE 2.2.1.1.6	??%

Tenderers must submit proof of all subcontracting arrangements identified on this schedule as an attachment hereto.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: List of other documents attached by tenderer

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The following information shall be provided with the Tender in the format required and outlined below:

- a. The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules.
- b. The Schedule of Type Tests completed.
- c. Maintenance manual of equipment offered.
- d. Quality assurance plan.
- e. It is a requirement that the installation of the vendor's solution will not have an effect on the vehicle manufacturer warranties of the CCT Fleet. The guarantees and certificates of installation should be provided by the vendor.
- f. The successful vendor should provide its current PSIRA registration details in order to allow it to install camera systems in the Safety & Security environment.

The below sections related to the information required to support the Evaluation Criteria listed in 2.2.1.1.4 Minimum score for functionality – the notes related to each item in that section must be read carefully when providing the schedules below.

- g. Schedule 15 A – Experience
- h. Schedule 15 B – Project Delivery
- i. Schedule 15 C – Project Implementation
- j. Schedule 15 D – Project Team Resources
- k. Schedule 15 E – Technical Capacity

SCHEDULE 15A – EXPERIENCE

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

YEARS OF DELIVERING RELEVANT PROJECTS	TYPES OF PROJECTS (Dashcam, ANPR, BWC etc)	KEY PROJECTS DELIVERED (Provide brief details to prove that the company has been active in this space)
2021 – 2022		
2020 – 2021		
2019 – 2020		
2018 – 2019		
2017 – 2018		
2016 – 2017		
PRIOR TO 2016		

.....
Signature:

.....
Date

.....
Print name:

On behalf of the tenderer (duly authorised)

SCHEDULE 15B – PROJECT DELIVERY

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

Project Scope / Description of work	Client & Contact Details	Value of Project	Duration & Completion Date
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____
	Client: _____ Contact Person: _____ Tel. No.: _____ Email: _____	R _____	Months: _____ Completion date: _____

.....
Signature:

.....
Date

.....
Print name:

On behalf of the tenderer (duly authorised)

SCHEDULE 15C - PROJECT IMPLEMENTATION
--

Tenderer to provide their planned duration for the rollout and implementation of the following minimum anticipated quantity of installations:

- 50 In-Vehicle Camera (ICV) solutions
- 50 BWCs
- 5 mobile fixed ANPR Camera installations
- 10 static fixed ANPR Camera installations

The implementation plan for the above to provide a specific duration for this to be achieved. This will be used in the scoring of this criteria.

Installation Type	Quantity	Duration to Implement specified quantities (Months)
In-Vehicle Camera (ICV) solutions	50	
Body Worn Cameras	50	
Mobile fixed ANPR Camera installations	5	
Static fixed ANPR Camera installations	10	

.....
Signature:

.....
Date

.....
Print name:

On behalf of the tenderer (duly authorised)

SCHEDULE 15D – PROPOSED PROJECT TEAM RESOURCES

CVs for the specified roles (Indicated by a *) are required.

#Additional roles to be filled in by the Tenderer

Role	Named Resource	Qualifications	Years of relevant experience	Duration with the company
Project Manager*	Name: Surname:			
Support Lead*	Name: Surname:			
Solutions Architect / Technical Lead*	Name: Surname:			
#	Name: Surname:			
#	Name: Surname:			
#	Name: Surname:			
#	Name: Surname:			
**List additional resources as applicable				
Total Resources Proposed				

.....
Signature:

.....
Date

.....
Print name:

On behalf of the tenderer (duly authorised)

SCHEDULE 15E - TECHNICAL CAPACITY

For those Support Centres that are listed as "Current" below, evidence must be attached.

Type of Support Centre	Proposed Quantity	Capabilities	Capacity	Current or Planned on Award?
Mobile Workshop 1				
Mobile Workshop 2				
Mobile Workshop X <i>**Tenderer to add more rows as required</i>				
Total Mobile				
Fixed Installation Centre 1				
Fixed Installation Centre 2				
Fixed Installation Centre 3				
Fixed Installation Centre X <i>**Tenderer to add more rows as required</i>				
Total Fixed				
Total Combined				

For those Support Centres listed above that are not current, but will be created on award, the tenderer must provide a detailed plan on how the functionality would be delivered.

.....
Signature:

.....
Date

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

SCHEDULE 15F – TECHNOLOGY

Instructions:

The reference number from the Specifications Section must be used for each line item response.

The tenderer must provide comment on the ability to meet **each** of the requirements, and must provide a description of how the tenderer aims to meet the requirement utilising the provided table. Thereafter the tenderer can refer to additional collateral, material or documentation to substantiate the submission.

Items marked as 'MANDATORY' in the table indicate minimum requirements that will be required to fulfill the solution needs. Tenderers may be disqualified if they do not meet the 'MANDATORY' requirements listed below.

If a Tenderer ticks the 'Partially Comply' box for any of the listed minimum requirements, then the tenderer must provide details relating the partial solution, and / or any other means that the tenderer will achieve the desired requirement. This information must be provided in the below document. The City Bid Evaluation Committee then reserves the right to evaluate the information provided and decide whether it does in fact meet the desired requirement.

The tenderer should utilise the following structure to respond:

1	Management Console Functionality Requirements	Mandatory (M) / Optional (O) (To be completed by the City)	Full (F) / Partial (P) Compliance (To be completed by the tenderer)
	Specifications		
1.1	<ul style="list-style-type: none"> • Requirement Header 		
1.1.1	<ul style="list-style-type: none"> ○ Requirement A 	M	Partial
	<p><i>Although marked as partial our solution would meet the above requirement in the following manner:</i> <i>Include descriptions, screen shots etc</i> <i>Etc</i></p>		
1.1.2	Requirement B	M	Full
	<p><i>We comply fully with this requirement in the following manner:</i> <i>Etc</i> <i>Etc</i></p>		
1.1.3	Requirement C	O	Full
	<p><i>Although marked as OPTIONAL our solution would meet the above requirement in the following manner:</i> <i>Etc</i> <i>Etc</i></p>		

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The supplier shall:

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

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

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

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

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

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

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

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

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

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

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

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

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

3.6 The purchaser shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the supplier for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

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

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

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security - (Not Applicable)

Delete clause 7.1 and replace with the following:

- 7.1 Within 14 (fourteen) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified herein.

The Guarantee Sum shall be equal being [] percent of the Contract price.

Delete clause 7.3 and replace with the following:

- 7.3 The performance security shall be furnished strictly in accordance with the terms and conditions set out in **Form of Guarantee / Performance Security** and can only be issued by any one of the Financial Institutions listed in **Annexure A** (attached to this form).

Delete clause 7.4 and replace with the following:

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier strictly in accordance with the terms and conditions set out in the **Form of Guarantee / Performance Security**

OR

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.

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

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

15. Warranty

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

Not Applicable

- 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.

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be **[R1500 per day] This relates to the proposed delivery deadline of 3 months and will be applied every day that the implementation project is not signed off as complete post the 90 days after award.**

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;

- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

COMPILER NOTE:

- a) IF THE BSC INTENDS TO INCORPORATE FURTHER CONTRACT CONDITIONS BY WAY OF SLA'S TERMS OF REFERENCE ETC. IT IS RECOMMENDED THAT SUCH DOCUMENTS BE INCORPORATED WITH THE ASSISTANCE OF LEGAL SERVICES: PROCUREMENT LAW UNIT AND THAT THE ORDER OF PRECEDENCE BE EXPRESSLY STATED IN THE SPECIAL CONDITIONS OF CONTRACT.
- b) DRAFTERS NOTE: PLEASE REFER TO THE DRAFTERS NOTE WITH REGARD LOCAL CONTENT AT CLAUSE 6.7]

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

(10) FORM OF ADVANCE PAYMENT GUARANTEE**ADVANCE PAYMENT GUARANTEE****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

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

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the City of Cape Town has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

(10.1) ADVANCE PAYMENT SCHEDULE

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

The items of plant and materials which have been identified by the CCT as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the CCT.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:
DRAFTER TO LIST: Steel gantries for overhead signage	Imported ductile iron pipes
Closed circuit television equipment for road traffic surveillance In-Vehicle and Static Camera Hardware required to enable the ANPR Project	Pipes and valves for large diameter pipelines
Precast concrete beams	

Conditions:

- 1) The supplier can only rely on advance payment being permitted by the CCT in respect of the plant and materials listed in the table above. The CCT may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the supplier.
- 2) Advance payment for the purposes of deposits will only be provided up to a limit of [DRAFTER TO SELECT PERCENTAGE: %] of the value of any one item being claimed.
- 3) The supplier shall provide the CCT with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 4) The supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the supplier. The supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the CCT upon request, for the whole value of the item.

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

..... ,
 (Supplier/Mandatar/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

Mandatar

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.: 45S/2022/23

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the 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)**Functional Specifications****Digital Evidence Management Strategy: Dashcam, BodyCam and ANPR Technology Project****Introduction**

The City of Cape Town requires the following solution to be proposed by the bidder / tenderer:

- A complete, integrated, technology solution that utilises in-vehicle and static (mobile and fixed) camera technology as well as Body Worn Camera (BWC) technology to enhance the City's ability to deliver on its Digital Evidence Management Strategy (as outlined in the Strategy section below).
- A hosted solution provided as a Software-As-A-Service (SaaS) offering
- A solution that delivers Automatic Number Plate Recognition (ANPR) technology into the City environment as part of the in-vehicle and static camera technology offering .
- A solution that is able to integrate with other technologies already existing in the City's technology landscape;
- A solution that looks towards embracing future technology and innovation opportunities.

The proposal must be structured in a manner that accommodates the requirements as listed below:

The Service provider must structure the proposal to partner with the City to allow the City to purchase hardware with the following solution included in the price of the camera, ie: for each camera purchased, a full solution must be provided for the time periods, described below:

- The City requires to engage in a 36 month contract with the Service provider during which period various cameras will be procured and added to the overall solution as budget allows. The purchase of each camera must result in the City owning the camera hardware, and the capital purchase of the camera must lead to a full backend solution being provided by the Service Provider. Any additional costs for the enterprise software must be clearly stated as per the pricing schedule.
- Each camera purchase described above must result in a 36 month device license being issued as part of the capital purchase.
- The device license referred to above, must provide a full solution per camera (device license) purchased by the City, including the actual hardware (devices & Accessories) supply and delivery, installation, licensing; the connectivity related to the camera; the storage of the digital evidence; and the associated software to manage the devices (MDM), manage the digital evidence generated (DEMS), and to provide real-time situational awareness (RTSA) to the camera environment.
- The City requires support and maintenance to be provided for the period of the 36 month contract, and additionally the City requires that hardware support (guarantee and warranty) be provided for 24 months post **hardware purchase date**, regardless of the contract period, as long as it is valid.
- The City requires that the Service Provider ensure unrestricted access for the City to the entire solution and to the digital evidence generated by the solution for as long as there are valid device licenses in the system.
- The City requires that when all device licenses have expired, that the City is able to either access the digital evidence via the Service Providers storage on a perpetual ongoing basis, or that the Digital Evidence is transferred onto City storage in an accessible format.
- The City requires that all the camera assets owned by the City remain functional for the City to deploy within any future city digital evidence management solutions. This future deployment will not be the responsibility of the vendor, but the devices must not be deactivated at the end of the contract period.
- The City requires the Service Provider's commitment to enhancing the solution with relevant software and solution upgrades and firmware patches during the 36 month contract period.

The solution proposed must include the supply, delivery, installation, connectivity, data storage, upgrading and maintenance of the following core components:

- BodyWorn Camera (BWC) technology with user friendly and innovative solutions to support officers in the field from an evidence gathering and safety perspective;
- Vehicle mounted, 'dashcam' technology, with ANPR capability, with an on-board user-friendly interface and appropriate data storage capacity and broadband connectivity to support officers in the field from an evidence gathering and safety perspective;
- Portable ANPR camera technology, with a linked user-friendly interface and appropriate data storage capacity and broadband connectivity, that can be setup at roadblocks and vehicle check points;
- Static Fixed ANPR Camera technology, with linked centralised user-friendly interface and appropriate data storage capacity and broadband connectivity;
- A user-friendly software interface to facilitate management of the solution, the devices, as well as to allow interaction with the system and the evidence generated by the system;

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- A software and data storage solution that allows for the effective management of the various databases of vehicle registration data, which is accessible in real-time to the proposed solution and its camera's, as well as creating the ability for these databases to be synchronised with 'other' approved agencies such as NATIS or SAPS in near real-time.
- A software and data storage solution that allows for the effective management and storage of all the digital evidence described in the specifications.
- A software solution that is able to be integrated / interfaced with the City's existing S&S Directorate Technology;
- A support and maintenance strategy that provides for the duration of the tender contract.
- A Warranty program that covers the hardware devices for the agreed upon term of 2 years post purchase date, irrespective of when during the contract period the hardware is purchased.

The solution proposed by the tenderer must include the provision of the following components for the entire contract period:

- All hardware;
- All cables;
- All racks;
- All mounting devices;
- All software;
- All Connectivity/Data Costs;
- All required software licenses;
- Any other hardware and software, or services required to effectively operationalise and manage the solution.

CCT in-Vehicle, ANPR and BWC Strategy The CCT Strategy with regard to the deployment of mobile in-vehicle and static camera technology is multi-faceted and described below:

- Officer Safety
 - One of the primary benefits that the in-vehicle 'dashcam's' and BWC's will be expected to provide is Officer Safety. Officer Safety will be enhanced by:
 - Creating a deterrent against violent / aggressive behaviour or attacks on officers once the members of the public realise they are being recorded from the in-vehicle camera or the BWC;
 - Generating evidence of violent / aggressive behaviour or attacks on officers so that criminal cases can be more easily prosecuted;
 - Providing evidence of officer conduct or behaviour allowing false allegations against the officer to be repudiated;
 - Providing the officer with relevant historical safety information through ANPR technology upon initiating the traffic stop;
 - Allowing Command Centres real-time access to the in-vehicle camera or the BWC to assist the officer in situations in which the officer has requested assistance;
 - Using technology to automatically detect hostile or dangerous situations which the Officers may find themselves in such as gunshot detection, crash detections and 'no-motion detection'
- Real Time Situational Awareness (RTSA)
 - Another benefit of the solution will be to enhance situational awareness for officers, dispatchers and incident commanders in the following scenarios:
 - Command Centres will be able to access real-time footage from in-vehicle camera's or BWC's enhancing their understanding of the incident at which the officers are in attendance;
 - Real-time Incident Views can be created for the Command Centres;
 - Up to date information can be provided to the officer through the ANPR data returning information during an incident, providing enhanced situational awareness;
- Accident Evidence

- An additional benefit is that the in-vehicle cameras and the BWC's will provide evidence related to any accidents or crashes that occur involving the vehicle in which the camera is installed. Evidence buffering, accelerometers and other triggers should ensure that footage of any incident is captured
- Digital Evidence / Enforcement
 - A major benefit of the in-vehicle camera and BWC implementation will be that the cameras will be able to capture significant amounts of Digital Evidence that can be used to support the officer in the execution of their duties:
 - Evidence of moving violations can be recorded and 'bookmarked' for future prosecution;
 - Evidence of the behaviour of motorists and others can be recorded;
 - Officer conduct can be monitored, both for quality, but also to enhance training and other interventions;
 - Citizen conduct can be monitored;
 - Incident details may be better recorded when there is in fact digital evidence which will alleviate incorrect details being recorded such as registration numbers etc.
- Automated Number Plate Recognition (ANPR) Technology
 - ANPR technology will provide many benefits as described above through the near real-time provision of data related to the Number plates of vehicles being engaged with by the officers.
 - This provision of data will add to officer safety, but will also allow for officers to choose the vehicles with which they engage in an efficient way.
 - The system will alert officers to the fact that certain vehicles are on a list, and the officer will then be in a position to choose whether / how he/she engages with that vehicle.
 - The solution will provide integration to the multiple databases of information relating to vehicle licence plates and characteristics as well as watchlists (e.g. NATIS, amongst others)

The Service Provider's response should take the above-mentioned strategy into account when describing their compliance to the specifications and describe how the proposed solution will support the strategy.

Integration with existing technology

- The City of Cape Town has comprehensive existing technology implementations in place, and it is part of the strategy that the implementation of the proposed in-vehicle camera, Body Worn Camera and ANPR functionality take note of these existing technologies in order to create an eco-system in which the new technology integrates or interfaces with existing technologies.
- These technologies consist of, but are not limited to:
 - Computer Aided Dispatch (EPIC);
 - Situational Awareness via GIS technologies (ESRI);
 - Real-time Location and Tracking;
 - Mobile Devices in each vehicle;
 - Field Officer Applications in the CAD and the Contravention Space (EPIC Application);
 - Digital Evidence submission from hand-held officer devices (EPIC Application);;

Specification and General Minimum Requirements

Documentation, Testing and Demonstrations

- The tenderer must provide evidence of the appropriate international best practice standards and minimum industry requirements that are met by the products and the company tendering. Documentation must be provided in support of the above.
- The tenderer must describe how it meets all the legislative requirements that are prescribed in this solution, including but not limited to data privacy and encryption as well as legislative requirements such as POPIA
- Along with the proposal, documentation must be submitted that shows that the proposed product and solution meet the minimum requirements in the tender documents.
- It is a requirement of the tender that once a tenderer has reached the shortlist and has passed the evaluation on functionality, that a demonstration and a round of testing may take place to evaluate the proposed integrated solution. This will be required to be provided at the cost of the tenderer.
- As such, a sample of the following equipment and solution must be presented within 14 days of request by the City:
 - A demonstration vehicle containing a full set of technology being proposed, including in-vehicle 'dashcams', and a mobile static camera solution.
 - A demonstration setup of a fixed site camera as planned to be deployed on a gantry or CCTV-type fixed site.
 - Demonstration of the BWC's that are proposed.
 - Demonstration of the various software packages that will be provided, including MDM, Situational Awareness and Digital Evidence Management.
 - A demonstration of the ANPR functionality of the system, both from a mobile fixed camera, a static fixed camera and an invehicle based camera will be required.
 - A demonstration of the various software offerings for field users, administration and command & control centres will be required.

General Minimum Requirements

General Requirements

- Although the tender period may be for 36 months, it is a requirement that the purchase of camera's allow for the ongoing operation of the purchased hardware, and that access to the stored evidence cannot be restricted or encrypted beyond the contract period. A proposal related to achieving this will be required to be a part of the tender submission.
- If necessary, as part of the ongoing access clause above, the successful bidder is required to migrate all the data and digital evidence to the City of Cape Town storage at the end of the contract. This migration would be for the bidders account.
- The City has a policy in place, as well as the capability to host its data on site. In this case, however, the City is willing to explore an off-site hosted solution. Thus, the primary proposal should describe a solution that meets this preference, and a on-site strategy can be proposed as an alternative. The appropriate security measures to ensure data security must be provided for the off-site hosted proposal.
- The City has a significant investment in hardware, and the tenderer's proposal must list all the hardware required to run the solution clearly and broken into sections, including required specifications. That way the City can identify areas in which it already has the required hardware in place. Examples of this may be the in-vehicle user interface, server hardware, or connectivity infrastructure. If it is deemed that the City already has the capability then the City reserves the right to exclude these components from the Tender Award.
- Innovative solutions / proposals will be considered, especially those that support data compression in order to reduce data transmission costs.
- The tenderer must very clearly describe its capacity to supply, deliver, install, train, support and maintain in order to deliver the solution within relevant contractual time-frames. Whilst the final quantities of Field Endpoint Devices will be confirmed during contractual negotiations, the delivery and implementation of 50 In-Vehicle Camera (ICV) solutions, 50 BWCs, 5 mobile fixed ANPR Cameras, and 10 static fixed ANPR Camera installations **must take place within 3 months** of the contract finalisation.
- The tenderer must include a comprehensive training proposal that offers two options, the first being a train-the-trainer approach, and the other being a proposal to provide a training solution for each of the users. The proposal must identify the skills development and implementation plan for different roles such as field users, supervisors, managers, super users and administrators.

Instructions:

- The tenderer must utilise the table provided hereafter to respond to the requirements in a comprehensive manner and return this as part of Schedule 15 – Returnable Documents.
- The reference number must be used for each line item response.
- The tenderer must provide comment on the ability to meet **each** of the requirements, and must provide a basic description of how the tenderer aims to meet the requirement utilising the provided table. Thereafter the tenderer can refer to additional collateral, material or documentation to substantiate the submission.
- Items marked as 'MANDATORY' in the table indicate minimum requirements that will be required to fulfill the solution needs. Tenderers may be disqualified if they do not meet the 'MANDATORY' requirements listed below.
- If a Tenderer ticks the 'Partially Comply' box for any of the listed minimum requirements, then the tenderer must provide details relating the partial solution, and / or any other means that the tenderer will achieve the desired requirement. This information must be provided in the 'Response' section of the below document. The City Bid Evaluation Committee then reserves the right to evaluate the information provided and decide whether it does in fact meet the desired requirement.
- The tenderer should utilise the following structure to respond:

1	Management Console Functionality Requirements	Mandatory (M) / Optional (O) (To be completed by the City)	Full (F) / Partial (P) Compliance (To be completed by the tenderer)
	Specifications		
1.1	• Requirement Header		
1.1.1	○ Requirement A	M	Partial
	<i>Although marked as partial our solution would meet the above requirement in the following manner: Include descriptions, screen shots etc Etc</i>		
1.1.2	Requirement B	M	Full
	<i>We comply fully with this requirement in the following manner: Etc Etc</i>		
1.1.3	Requirement C	O	Full
	<i>Although marked as OPTIONAL our solution would meet the above requirement in the following manner: Etc Etc</i>		

Specifications

Software Specifications

1	Management Console Functionality Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description of Components	
1.1	• MDM: Mobile Device Management	
1.2	• DEMS: Digital Evidence Management	
1.3	• General	
1.4	• Connectivity and Data Transfer	
1.5	• Data and Data Storage	
1.6	• Data Security	
1.7	• Integration	
	Specifications	
1.1	• MDM: Mobile Device Management	
	○ The tenderer must describe how the software applications of the devices are managed with regard to the application itself, as well as how the devices are managed from a software management perspective.	
1.1.1	○ MDM: System Administration	
	▪ The tenderer must describe how the proposed solution will be managed from a Systems Administration perspective.	M
1.1.2	○ MDM: Device Management	
1.1.2.1	▪ The ability for configurable and enforceable settings to be applied to different installations is required.	M
1.1.2.2	▪ Administrators must be able to select settings for installations that then can or cannot be changed by the user depending on the setting.	O
1.1.3	○ MDM: User Management	
1.1.3.1	▪ The management solution must be configurable to allow for different departments within safety and security to run the camera's under different configuration rules, such as buffered, and triggered vs running whilst ignition is on vs running until switched off, etc.	M
1.1.3.2	▪ The roles and authorisations structure in the management solution must allow for departmental differences. i.e.: Traffic will have their own 'compartment' within the solution and Metro Police would have their own 'compartment' within the system and only certain super user roles would have access to the entire system.	M
1.1.3.3	▪ A robust roles and authorisations system must be inherent in the solution.	M
1.1.3.4	▪ The roles and authorisations system must allow for configurable user roles.	M
1.1.4	○ MDM: Reporting and Business Intelligence	
	▪ A comprehensive BI and Reporting solution must be delivered by the tenderer. The details thereof must be provided in the response to this tender.	M
1.2	• DEMS: Digital Evidence Management	
1.2.1	○ The tenderer must describe in detail how the solution will receive, store, manage, analyse, extract and share the digital evidence being generated by the various devices. The provision of a Digital Evidence Management Solution is expected to assist the management of all extracted evidence.	
1.2.2	○ DEMS: System Administration	
1.2.2.1	▪ Configure and Manage the Digital Evidence Management System	M

1.2.2.2	<ul style="list-style-type: none"> Configure and manage all users and camera devices in conjunction with the MDM 	M
1.2.2.3	<ul style="list-style-type: none"> A configurable retention policy must be available to allow the individual camera installations to intelligently overwrite footage that does not have a flag associated with it, thus reducing connectivity impact. 	M
1.2.2.4	<ul style="list-style-type: none"> A robust roles and authorisations system must be inherent in the solution. 	M
1.2.2.5	<ul style="list-style-type: none"> The roles and authorisations system must allow for configurable user roles. 	M
1.2.2.6	<ul style="list-style-type: none"> The roles and authorisations of the proposed solution should be able to be linked to the CCT Single Sign-On or the EPIC authorisation token used in the EPIC and the Contravention systems 	O
1.2.2.7	<ul style="list-style-type: none"> The roles and authorizations of the proposed solution should be able to be linked to the CCT EPIC SAP Roles and Authorizations structure allowing different generic / global user rights to be given to different EPIC user roles such as EPIC Manager, Workforce Planner or Dispatcher 	O
1.2.2.7	<ul style="list-style-type: none"> The management module of the solution must record all management changes and configuration settings on the system. 	M
1.2.2.9	<ul style="list-style-type: none"> The solution must have a robust audit trail that keeps records of all logins to the system, as well as all actions undertaken on the system such as NATIS queries or ANPR requests for data. 	M
1.2.2.10	<ul style="list-style-type: none"> The ability to manage departments within the software will be required, so that evidence access, departmental reporting, and BI can be restricted between departmental users 	M
1.2.3	<ul style="list-style-type: none"> DEMS: Real-time Situational Awareness (RTSA) 	
1.2.3.1	<ul style="list-style-type: none"> The tenderer must describe how the real-time user interface will provide an opportunity to enhance situational awareness and access the real time camera footage 	M
	<ul style="list-style-type: none"> The tendered must describe how it is possible to view recently recorded footage that has been marked for upload from the control room 	O
1.2.3.2	<ul style="list-style-type: none"> Monitor and View Camera's (both ANPR, Dashcam and BWCs) in real time 	M
	<ul style="list-style-type: none"> <i>The proposed management solution should provide situational awareness value through spatially enabled data and access to live camera streams</i> 	M
	<ul style="list-style-type: none"> <i>Camera's should be able to be monitored on a map, the camera status must be visible, and real time streaming should be available</i> 	M
	<ul style="list-style-type: none"> <i>Share Clips with other users quickly, easily and safely whilst maintaining confidentiality</i> 	M
	<ul style="list-style-type: none"> <i>The software solution implemented should be compatible with existing LPR cameras as far as possible</i> 	M
1.2.3.3	<ul style="list-style-type: none"> Deliver Situational Awareness utilising geo-location, video and status to enhance command & control delivery 	M
1.2.3.4	<ul style="list-style-type: none"> Manage ANPR Lists 	M
	<ul style="list-style-type: none"> <i>The system must allow the City to develop various versions of its own 'Hot List' on the system, and for this list to be kept up to date with the camera's in near real-time in certain instances. This requires that the system allow a user to load a priority indicator against a manual addition to the list ensuring that some entries cause a fleet-wide update and others wait for the next scheduled instance.</i> 	M
	<ul style="list-style-type: none"> <i>The priority of the different 'lists' must be able to be configured based on confidence indicators, as well as urgency.</i> 	M

	- <i>The solution must allow for 'lists' to be managed and updated in various manners, especially allowing for additional lists to be imported in various formats such as but not limited to excel, csv, xml, and or text files.</i>	M
1.2.3.5	- <i>Integrate with other ANPR systems</i>	M
	<ul style="list-style-type: none"> The solution must allow for an API connector to other ANPR / LPR systems and be in a position to consume their 'lists' as well as consume updates in near real-time. 	M
	<ul style="list-style-type: none"> The lists (and Database) must be able to be amended should additional fields become required in the future. 	M
	<ul style="list-style-type: none"> The solution must allow other ANPR systems to update lists 	M
	<ul style="list-style-type: none"> The solution must allow other ANPR systems to consume and respond to 'hits' off other systems 	M
1.2.3.6	<ul style="list-style-type: none"> Manage ANPR Hits 	M
	- <i>Geospatial awareness to be created – Hits must be spatially displayed.</i>	M
	- <i>Alerts to be shared to provide ease of use, ease of processing and ease of sharing with other systems or other users</i>	M
	- <i>Tracking solutions must be provided whereby hits are consolidated and can be shown geo-spatially and temporally – ie: Registration of Interest can be tracked and mapped and its behaviour analysed</i>	M
	- <i>Sharing of ANPR data should be enabled within a framework of roles, authorisations and permissions</i>	M
	- <i>The proposed solution must provide functionality to alert users, both at a centralised user level as well as mobile field officer level, related to the occurrence of possible cloned number plate instances. This functionality should compare the 'analysed' number plates and evaluate the actual make, model and colour of the vehicle against the registered vehicle data such as make, model and colour on an approved database such as NATIS.</i>	M
	- <i>The system must offer functionality that relates to the management of the Cloned Number Plate List</i>	M
	- <i>The alert level generated by the system must be configurable based on the list type. The alerting system must have a priority based approach with response based on alert level.</i>	M
	- <i>An offline mode strategy should be provided by the tenderer to ensure the camera lists are as current as possible within reason.</i>	M
	- <i>The ability to integrate with external systems to update the lists automatically must be provided, however there must also be an opportunity to have a verification or validation stage for different lists if required</i>	M
1.2.4	<ul style="list-style-type: none"> DEMS: Historical Data Management (VMS) 	
1.2.4.1	<ul style="list-style-type: none"> Upload and classify all raw data captured on the various devices and systems. The vendor must provide detailed proposals highlighting the methods to get the data from the devices and into the DEMS. 	M
1.2.4.2	<ul style="list-style-type: none"> Ensure Digital Evidence that is uploaded can be easily tagged and classified and accessed. Describe the user interface tools that assist with this. 	M
1.2.4.3	<ul style="list-style-type: none"> Ensure Digital Evidence can be accessed in a user friendly way through the User interface. This must include but not be limited to the following functionalities, that are geo-enabled: 	M
	- <i>Date & Time Filters</i>	M

	- All other relevant filters on available parameters (unit type, unit name, users, device, type of record, tags, etc)	M
	- Heatmaps showing where the evidence is concentrated	M
	- Camera 'tracks' (breadcrumbs) showing where units travelled	M
	- Maps showing the geo-location of each piece of evidence submitted to the system, with summary details and a thumbnail preview available via the map interface	M
	- Geofence searches for all evidence within that particular geo-fence. Geo-fence management must be configurable by authorised users. Geo-fences should be able to be saved such as certain precincts, areas or zones.	M
1.2.4.4	<ul style="list-style-type: none"> Retrieve and view recorded raw video data from the DEMS storage solution 	M
	- <i>Extract, Classify and store 'Evidence Clips' and associate them with relevant data structures for ease of utilization in the future</i>	M
	- <i>Search for footage based on various parameters such as time and date, location, type of footage, keywords, tagged results, users, etc</i>	M
	- <i>Redact sensitive information or identities in the case of sensitive information whilst still maintaining the integrity of the original raw footage for evidentiary purposes</i>	M
	- <i>'Clips' of Recorded footage must be able to be extracted from the system and utilised within the 'chain of evidence' concept to prosecute certain actions. I.e: If vehicles record moving violations, that the footage can be bookmarked by the officer, extracted by an analyst, and that a contravention notice can be triggered from the footage, and the footage can be used as evidence in the contravention / or the prosecution. The tenderer must describe this functionality in detail.</i>	M
	- <i>Simultaneous, synchronised playback of associated cameras in the same area or incident must be available</i>	O
	- <i>The above use case must also be available in the instance that there is evidence of an incident recorded. The footage must be able to be bookmarked, extracted and utilised as necessary.</i>	M
1.2.4.5	<ul style="list-style-type: none"> Share Evidence Clips with approved users electronically with appropriate levels of data protection and chain of evidence functionality 	M
1.2.4.6	<ul style="list-style-type: none"> Monitor viewing of shared clips 	M
	- <i>Restrict unauthorised screen recording by inserting unique watermarks into downloaded and viewed evidence</i>	O
	- <i>Restrict downloads of clips under certain circumstances</i>	M
1.2.5	<ul style="list-style-type: none"> Search for footage / evidence stored within the system utilising multiple parameters, such as: 	
	- <i>Date and Time</i>	M
	- <i>Geo-Location</i>	M
	- <i>Meta-Data</i>	M
	- <i>Recording Officer</i>	M
	- <i>Recording Unit</i>	M
1.2.5.1	<ul style="list-style-type: none"> Manage Retention Policies of Data Stored in the Storage Solution 	M
1.2.5.2	<ul style="list-style-type: none"> OPTIONAL: Run Analytics on Stored Data 	O
1.2.6	<ul style="list-style-type: none"> DEMS: Crowdsourced Evidence Management 	

1.2.6.1	<ul style="list-style-type: none"> ▪ This citizen / visitor facing Portal must allow people to upload Digital Evidence (Crowdsourced) 	M
1.2.6.2	<ul style="list-style-type: none"> ▪ The uploaded evidence should allow people to classify the evidence and should 'read' and store any metadata (Date, Time, GPS Coordinates etc) supplied with the uploaded digital evidence. 	M
1.2.6.3	<ul style="list-style-type: none"> ▪ Citizens must be able to add contact details OR remain anonymous, however a message explaining that anonymous data that cannot be verified can be used less easily in the process. 	M
1.2.6.4	<ul style="list-style-type: none"> ▪ The City must be able to publish specific url's to request specific footage related to specific incidents, such as fires, or other incidents. Evidence loaded to each url location must be stored separately for the users to access and process. 	O
1.2.7	<ul style="list-style-type: none"> ○ DEMS Business Intelligence and Reporting 	
1.2.7.1	<ul style="list-style-type: none"> ▪ The solution must provide comprehensive and valuable reporting and business intelligence outputs 	M
1.2.7.2	<ul style="list-style-type: none"> ▪ The data must be able to be managed to a granular level. The ability to report on individual camera units is required. 	M
1.2.7.3	<ul style="list-style-type: none"> ▪ Statistical reporting is required on all aspects of the solution. Examples would be: Temporal Analysis, Individual Installation Analysis, Geo-Analysis, Departmental Analysis, User Performance, as well as the number of hits, based on reason, etc. 	M
1.2.7.4	<ul style="list-style-type: none"> ▪ The tenderer must provide a process to include the delivery of additional BI and Reporting functionality if required by the CCT. 	O
1.2.7.5	<ul style="list-style-type: none"> ▪ Additional Performance Reporting will be required such as Percentage Use, Time and Location analysis, Hit lists, total number of successful 'reads', Heat maps, success rates. The tenderer should describe the reporting and BI offering in detail. 	M
1.2.8	<ul style="list-style-type: none"> • General 	
1.2.8.1	<ul style="list-style-type: none"> ○ The user licensing model must be explained clearly by the tenderer, detailing whether the camera installations are licensed or the users are licensed. Admin users and Command & Control Licensing must be clarified. This must fit into the pricing schedule and take into account the desire for the enterprise pricing. 	M
1.2.8.2	<ul style="list-style-type: none"> ○ The tenderer must state how the solution will be updated, kept up to date, and the upgrade model and policy as it relates to revised license fees. 	M
1.2.8.3	<ul style="list-style-type: none"> ○ The software licensing model must be clearly defined in the proposal. The CCT requires that the licensing model allows the hardware to be available post the tender contract end date allowing for the purchased hardware to be utilised for their useful life-cycle. This must fit into the pricing schedule and take into account the desire for the enterprise pricing. 	M
1.2.8.4	<ul style="list-style-type: none"> ○ The CCT requires that access to the data and the footage not be restricted post the contract date. The stored footage must be made available to the City, and this solution along with access, licensing, and cost implications must be clearly explained to the City 	M
1.2.8.5	<ul style="list-style-type: none"> ○ CCT requires to understand how software upgrades, updates and fixes are dealt with by the tenderer during the tender contract, and also in the phase post the tender contract period 	M
1.2.9	<ul style="list-style-type: none"> • Connectivity and Data Transfer 	
1.2.9.1	<ul style="list-style-type: none"> ○ Connectivity between the system and the hardware installations must be encrypted accordingly. This must be detailed in the submission. 	M

1.2.9.2	<ul style="list-style-type: none"> ○ The connectivity strategy must be clearly detailed in the submission. CCT expects the tenderer to utilise various different channels to create connectivity, with consideration given to priority data versus cost of transmission. Innovation will be considered. Proposals to deliver connectivity in innovative ways will be considered 	M
1.2.9.3	<ul style="list-style-type: none"> ○ The connectivity strategy must detail how the priority information will be shared in near real-time, but the non-critical volumes of data will be stored for upload on a more cost effective channel. 	M
1.2.9.4	<ul style="list-style-type: none"> ○ The connectivity strategy must be automated and efficient, and should not be dependent on user interventions 	M
1.2.9.5	<ul style="list-style-type: none"> ○ The connectivity strategy must be compatible with CCT's cyber security strategies 	M
1.2.9.6	<ul style="list-style-type: none"> ○ The tenderer must describe how the solution will support the requirement to have both near real-time data transfer options as well as delayed data transfer options, but to prioritise the data into critical, urgent and non-urgent data transfers to ensure costs are managed. 	M
1.2.9.7	<ul style="list-style-type: none"> ○ The CCT expects that the tenderer will provide all connectivity requirements for connection between the devices and the servers. 	M
1.2.10	<ul style="list-style-type: none"> ● Data and Data Storage 	
1.2.10.1	<ul style="list-style-type: none"> ○ The proposed solution must be configurable as to how it deals with general stored data, anonymised data, retention policies and Privacy and Confidentiality considerations. Details are to be provided by the tenderer. 	M
1.2.10.2	<ul style="list-style-type: none"> ○ The proposed solution must be configurable as to how it deals with alert stored data, anonymised data, retention policies and Privacy and Confidentiality considerations. Details are to be provided by the tenderer. 	M
1.2.10.3	<ul style="list-style-type: none"> ○ A strategy to provide Public Safety value through the data collected whilst protecting the citizen's right to privacy must be proposed by the tenderer. 	M
1.2.10.4	<ul style="list-style-type: none"> ○ It is required that the 'chain of custody' and the integrity of the data within the system can be proven in order to ensure that the evidence holds up to scrutiny in a legal process. The tenderer must describe how this is achieved. 	M
1.2.10.5	<ul style="list-style-type: none"> ○ All data / footage must be managed in the system according to best practice principles especially with regard to time stamps, geo-locations, and user identity. These meta-data attributes must support an evidence management strategy that allows for the data to be submitted as evidence in a legal framework. 	M
1.2.10.6	<ul style="list-style-type: none"> ○ The stamps on the data should be able to include additional meta-data from the primary system, or the integrated systems such as vehicle speed, Call sign, Unit Commander, or Vehicle in which the Camera is installed. 	M
1.2.10.7	<ul style="list-style-type: none"> ○ The tenderer must provide details regarding the amount of video storage that will be required under different retention policies and for the number of cameras proposed, as well as at different video resolutions. A model should be built and presented that re-inforces the pricing model. 	M
1.2.10.8	<ul style="list-style-type: none"> ○ The solution must provide an opportunity to export all data from the system to allow for additional data analysis to be considered 	M
1.2.10.9	<ul style="list-style-type: none"> ○ It is important that the data is user centric and allows for specific identification of the user who 'recorded' the footage. This would be a legal requirement. 	M
1.2.10.10	<ul style="list-style-type: none"> ○ The structure and quality of the data within the databases must be able to be managed appropriately. The tenderer should describe how the City will import, and export 'list' data and how the data strategy will ensure it is kept updated, etc. 	M
1.2.11	<ul style="list-style-type: none"> ● Data Security 	
1.2.11.1	<ul style="list-style-type: none"> ○ The architecture and hosting strategy for the system must be detailed by the tenderer and the security of the solution must be detailed. An off-site hosted solution is required. 	M
1.2.11.2	<ul style="list-style-type: none"> ○ Data Encryption must follow acceptable best practice, and should adhere to legislative and CCT data policies. This adherence must be comprehensively detailed in the submission by the tenderer. 	M
1.2.11.3	<ul style="list-style-type: none"> ○ The security protocols related to the mobile devices must be described by the tenderer. 	M

1.2.12	• Integration	
1.2.12.1	<ul style="list-style-type: none"> ○ The tenderer should describe how the solution will integrate / interface with existing solutions. ○ The solution should describe opportunity to integrate with existing legacy technology that is currently present in the Safety & Security environment 	O
1.2.12.2	<ul style="list-style-type: none"> ○ The tenderer must describe how a future strategy to include additional video feeds such as drones, and other CCTV cameras would be dealt with by the software. 	M
1.2.12.3	<ul style="list-style-type: none"> ○ The Digital Evidence created by the following existing or proposed CCT Technologies should be able to be consumed by the proposed solution: 	M
	<ul style="list-style-type: none"> ▪ CCTV Evidence 	M
	<ul style="list-style-type: none"> ▪ EPIC (Computer Aided Dispatch) Evidence 	M
	<ul style="list-style-type: none"> ▪ Information, Surveillance and Reconnaissance Evidence 	O
	<ul style="list-style-type: none"> ▪ Remotely Piloted Aircraft (Drones) Evidence 	O

Hardware Specifications

- The following hardware items are to be delivered by the tenderer:

2	Body Worn Cameras	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
	<i>On-Person Video Recording Hardware</i>	
2.1	BWC Devices	
2.2	<i>BWC Accessories</i>	
2.3	BWC Software and Licenses	
	Specifications	
2.1	<ul style="list-style-type: none"> BWC Devices 	
2.1.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Connectivity 	
2.1.1.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> The provided BWC devices must have the following connectivity capabilities: Wifi, LTE, and BlueTooth, even if the Tenderer is only using the LTE channel to create connectivity. 	M
2.1.2	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Data Encryption and Security 	
2.1.2.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> Best Practice Data Encryption must be implemented 	M
2.1.2.2	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> A minimum AES128 encryption is required 	M
2.1.2.3	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> The Device should be password protected so that data cannot be accessed should the device be lost or stolen 	M
2.1.2.4	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> MDM functionality should allow for a central user to interact with the device remotely, and allow for messages to be placed on the screen as well as a lock and or wipe functionality to be applied. 	M
2.1.2.5	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> Tracking capabilities should run in the backend and should allow for tracking of devices if devices are lost / stolen 	M
2.1.3	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Device Build 	
2.1.3.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> At least IP67 or preferably IP68 	M
2.1.3.2	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> Mil-Std-810G, or equivalent, compliant 	M
2.1.3.3	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> Operating temperature ranges is -20c to 50c 	M
2.1.4	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Battery Life – Normal Safety & Security Operational shifts are 12 hours. The solution needs to cater for this. 	
2.1.4.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> The battery life should be at least 12hours 	M
2.1.4.2	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> If the battery life is not 12 hours, then the option to change batteries whilst recording is preferable and additional batteries and charging options must be included in the proposal and the pricing 	M
2.1.5	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Power Supply / Recharging 	
2.1.5.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> The tenderer must supply the most appropriate and cost effective solution with regard to the recharging of devices. This should be linked to the downloading of data. Tenderer to explain how this solution will handle multiple cameras in a decentralised deployment. E.g. each base having multiple cameras. 	M
2.1.6	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Lens 	
2.1.6.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> Appropriate Lens to capture the activities within the line of sight of an officer 	M
2.1.6.2	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> The BWC may have an auto-rotate functionality that allows the BWC to be deployed in various configurations 	O
2.1.6.3	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> Lens and Camera must be able to deal with various light settings 	M
2.1.6.4	<ul style="list-style-type: none"> <ul style="list-style-type: none"> <ul style="list-style-type: none"> The tendered must explain how the device handles low and no light situations with respect to night-vision / thermal imaging etc. 	O

2.1.7	○ Resolution	
2.1.7.1	▪ The camera should be configurable to record in at least full HD 1080, 720 and 480 resolution settings	M
2.1.8	○ Streaming	
2.1.8.1	▪ The camera must be able to stream in 'near' real-time utilising appropriate channel of on board communication as defined in the connectivity section (without requiring any other communication hardware). Details to be provided.	M
2.1.9	○ Compression Rates	
2.1.9.1	▪ The storage solution must have a configurable system of compressing the video in order to increase efficiencies related to streaming and or downloading. Details to be provided	M
2.1.10	○ Data Storage	
2.1.10.1	▪ The device must have the ability to store all footage locally	M
2.1.10.2	▪ Memory capacity should allow for the storage of at least 2 full shifts of HD footage prior to overwriting the data.	M
2.1.10.3	▪ Memory should not be removable to avoid the ability for data to be tampered with	M
2.1.10.4	▪ Warnings must be provided when data that has not been down loaded is at risk of being overwritten.	M
2.1.10.5	▪ The process of Downloading from the device and uploading to the Storage servers must be optimised to ensure efficiency	M
2.1.10.6	▪ The tenderer must describe how the data / footage would be managed in each local installation from a local storage perspective. This is important for data not uploaded in real-time and for an offline mode.	M
2.1.10.7	▪ The tenderer must describe the redundancies built into the solution to ensure that in the absence of primary connectivity that the system does not lose data / footage.	M
2.1.11	○ User Interface Screen – Either on the device, or via a tethered smart device. Bidder to clearly define the proposed option.	
2.1.11.1	▪ As a default, the camera should be able to operate with the LED User Interface screen hidden from view. This would either be a permanent configuration (i.e. facing the officer when mounted and in use) , or would be achievable via a rotating lens design.	M
2.1.11.2	▪ The screen should be able to be utilised in bright sunlight	M
2.1.11.3	▪ The user interface must be easy and intuitive to use	M
2.1.11.4	▪ The screen should allow immediate playback of recorded footage	M
2.1.11.5	▪ Screen should be suitably designed (strengthened) to withstand operational requirements	M
2.1.12	○ Microphone	
2.1.12.1	▪ The device must be able to record audio clearly and accurately. Microphone setup must allow for the close proximity of the wearer as well as the sounds further away from the camera. Audio is critical evidence and should be dealt with in the same way as visual evidence.	M

2.1.12.2	<ul style="list-style-type: none"> ▪ The camera should have innovative safety features whereby the camera is automatically triggered in certain circumstances. In this scenario it would be in the event of 'hearing' gunshots. This activation should trigger audio and visual recording, and trigger a geo-coded panic event. This allows help to be summonsed should the officer have fired his / her weapon or been fired at, especially if he / she cannot call for help. (This functionality could also be applied to accelerometers and 'no movement scenarios') 	O
2.1.13	○ Video Recording	
2.1.13.1	<ul style="list-style-type: none"> ▪ Date and Time Stamp must be applied to every recording 	M
2.1.13.2	<ul style="list-style-type: none"> ▪ Additional, configurable stamps (i.e. CCT Organisation, Department Logos etc) can be applied to each recording. 	O
2.1.13.3	<ul style="list-style-type: none"> ▪ Geo-location must be embedded into every recording 	M
2.1.13.4	<ul style="list-style-type: none"> ▪ Users should be associated with every recording 	M
2.1.13.5	<ul style="list-style-type: none"> ▪ A pre-activation buffer concept is required so that a period of time prior to the activation of the camera can be preserved. This should be configurable between 0sec and 120sec. 	M
2.1.13.6	<ul style="list-style-type: none"> ▪ A process to retrieve the 'late or non-triggering' of a camera's footage should be proposed 	O
2.1.13.7	<ul style="list-style-type: none"> ▪ No 'manipulation' including deletion of footage should be allowed at local level 	M
2.1.13.8	<ul style="list-style-type: none"> ▪ Retention Policies should be managed at VMS / DEMS / MDM level 	M
2.1.14	○ Communication	
2.1.14.1	<ul style="list-style-type: none"> ▪ The Camera should have the ability to utilise the LTE capability to facilitate a Push to Talk (PTT) functionality 	O
2.1.14.2	<ul style="list-style-type: none"> ▪ The camera should have a panic functionality built into the device and the LTE functionality. This panic should both trigger video recording as well as send a message to the Command System Software with the User/Device specified as well as the GeoLocation displayed on a Command Centre Map 	M
2.1.14.3	<ul style="list-style-type: none"> ▪ The ability to integrate the panic signal into the CCT EPIC system via an existing API will be a requirement 	M
2.1.15	○ Nearby Devices	
2.1.15.1	<ul style="list-style-type: none"> ▪ The camera should have the capability to be triggered to record, by other cameras in the area being activated 	O
2.1.15.2	<ul style="list-style-type: none"> ▪ The camera should have the capability to be triggered to record via the activation of other electronic signals such as a weapon being drawn from a 'smart' holster, or a panic signal from another device etc. 	O
2.1.15.3	<ul style="list-style-type: none"> ▪ The camera should be able to be triggered remotely by the Command Centre 	O
2.1.15.4	<ul style="list-style-type: none"> ▪ The camera must notify the user if it has been triggered (audibly and visibly) 	M
2.1.16	○ Device Tracking	
2.1.16.1	<ul style="list-style-type: none"> ▪ The devices must have a geo-spatial functionality that allows for tracking of the device and for the sharing of the location via the LTE / other connectivity channels 	M
2.1.16.2	<ul style="list-style-type: none"> ▪ This should be configurable from the MDM, and should not be able to be disabled on the camera 	M
2.2	● BWC Accessories	
2.2.1	○ BWC Mountings	
2.2.1.1	<ul style="list-style-type: none"> ▪ A suitable, standard camera mounting must be provided as part of each camera 'package'. Other mountings can be listed as optional extras 	M

2.2.2	○ BWC Batteries	
2.2.2.1	<ul style="list-style-type: none"> ▪ The battery life and battery replacement details must be provided. If the battery will not take on officer through a 12 hour shift comfortably, then an additional battery must be provided as part of each camera 'package' 	M
2.2.2.2	<ul style="list-style-type: none"> ▪ If the battery is required to be replaced during a 12 hour shift, then the replacement must be able to be achieved whilst not losing or interrupting any recording 	M
2.2.2.3	<ul style="list-style-type: none"> ▪ Bidder to explain how the devices can be charged (if applicable) whilst users are in the field (either on foot or in vehicles) 	O
2.2.3	○ BWC Earpieces	
2.2.3.1	<ul style="list-style-type: none"> ▪ If the camera supports an earpiece to utilise with the communication functionality then this should be included as an optional extra 	O
2.2.4	○ BWC Data Download and Charging Solutions	
2.2.4.1	<ul style="list-style-type: none"> ▪ The recharging and data download solution for multiple cameras must be proposed and a suitable solution defined. This would include the mounting and networking of the 'docks' or 'racks' in order to operationalise the solution ▪ NOTE: Access to the City networks should not be presumed, and a self contained solution to ensure comprehensive data download must be proposed with alternatives should access to City networks become available in the future 	M
2.2.4.2	<ul style="list-style-type: none"> ▪ The BWC's will be deployed to multiple locations with S&S and this proposal must take the split locations into account. 	M
2.3	● BWC Software and Licenses	
2.3.1	○ BWC Device Software and Licenses	
2.3.1.1	<ul style="list-style-type: none"> ▪ The software to operate the BWC must be provided with the BWC. As per the Continuity section of this tender, the BWC licenses should be perpetual to allow the City to continue to utilise the hardware even if the contract with the vendor has expired. 	M
2.3.2	○ BWC MDM Software	
2.3.2.1	<ul style="list-style-type: none"> ▪ The software to manage the BWC must be provided with the BWC. As per the Continuity section of this tender, the BWC licenses should be perpetual to allow the City to continue to utilise the hardware even if the contract with the vendor has expired. 	M
2.3.3	○ BWC Evidence Management Software	
2.3.3.1	<ul style="list-style-type: none"> ▪ The software to manage the Digital Evidence must be provided with the BWC. As per the Continuity section of this tender, the BWC licenses should be perpetual to allow the City to continue to utilise the hardware even if the contract with the vendor has expired. 	M

3	In-Vehicle Camera's with ANPR	Mandatory (M) / Optional (O) (To be completed by the City)
	Description of Components	
3.1	<ul style="list-style-type: none"> In-Vehicle Video Recording 	
3.2	<ul style="list-style-type: none"> In-Vehicle ANPR Capability 	
3.3	<ul style="list-style-type: none"> In-Vehicle User Interface Device 	
	Specifications	
3.1	<ul style="list-style-type: none"> In-Vehicle Video Recording 	
3.1.1	<ul style="list-style-type: none"> ○ A forward facing and rear facing in-vehicle camera solution should be proposed. 	M
3.1.2	<ul style="list-style-type: none"> ○ The installation of the camera system into the vehicles must utilise the existing 12V power supply without affecting the existing vehicle systems in any way . Guarantees of this must be provided by the tenderer. 	M
3.1.3	<ul style="list-style-type: none"> ○ The installation and mounting of the camera system in the vehicle must not affect the vehicle warranty, and must adhere to best practice safety standards for crew members 	M
3.1.4	<ul style="list-style-type: none"> ○ The installation of the in-vehicle camera system should provide an option for the easy removal and replacement of the camera itself and its replacement into the mounting in the case of repairs, vehicle being written off or other. 	M
3.1.5	<ul style="list-style-type: none"> ○ An optional proposal for covert or hidden in-vehicle camera installations could be provided by the tenderer. This pricing must be kept separate to the normal pricing. 	O
3.1.6	<ul style="list-style-type: none"> ○ The in-vehicle cameras that are not configured to run constantly, must have a configurable 'always buffering' concept in place. This is a configurable amount of time whereby the camera is recording even though it is not triggered. Upon being triggered it will commit the buffered footage of x number of minutes to the recorded video. 	M
3.1.7	<ul style="list-style-type: none"> ○ The cameras must have the ability to be triggered easily by a field user in the case of an in-vehicle camera. The tenderer must describe the options to achieve this within the context of an officer driving a vehicle alone at the time. 	M
3.1.8	<ul style="list-style-type: none"> ○ The in-vehicle cameras must have the ability to create a bookmark, either by a field user, or an automated trigger (impact, harsh braking, etc). The tenderer must describe the options to achieve this within the context of an officer driving a vehicle at the time. This bookmark must be compatible with the VMS / Digital Evidence Management System 	M
3.1.9	<ul style="list-style-type: none"> ○ The proposed solution must have the ability to record audio as well as video. External and internal audio should be recorded by different microphones on different audio channels. The tenderer must describe how this is achieved and what configuration as possible. 	M
3.1.10	<ul style="list-style-type: none"> ○ The cameras must all have a configurable buffer time set by the administrator, which allows for the buffer to be included in the recording either due to a manual activation by a user or by an automated trigger 	M
3.1.11	<ul style="list-style-type: none"> ○ The cameras must all have the ability to be manually triggered by a user if they are in standby mode 	M
3.1.12	<ul style="list-style-type: none"> ○ The camera's must all have the ability to have a bookmark placed in the recording whilst they are actively recording 	M
3.1.13	<ul style="list-style-type: none"> ○ The cameras should all have the ability to be activated by triggers from internal or external system transactions such as, but not limited to the activation of the vehicles lights and sirens, the detection of an impact, panic button activations,. The tenderer should describe how this functionality would be achieved. 	M
3.1.14	<ul style="list-style-type: none"> ○ In line with the above, the tenderer to explain how the following activations could be achieved: <ul style="list-style-type: none"> - The dispatch of the unit to an EPIC incident, or the change of unit status to 'en-route' within the CAD system, the creation of a 'self-start' incident or other configurable system activities. ○ Signals from other devices such as bodycams and intelligent weapons holsters, etc 	O

3.1.15	<ul style="list-style-type: none"> ○ The camera must have configurable functionality to create an alert when a triggered recording has started, especially related to panic signals for example. Integration with other software such as the City's EPIC System should be possible and should be described by the tenderer. 	M
3.1.16	<ul style="list-style-type: none"> ○ The tenderer must describe how the data / footage would be managed in each local installation from a local storage perspective. This is important for data not uploaded in real-time and for an offline mode. 	M
3.1.17	<ul style="list-style-type: none"> ○ The tenderer must describe the redundancies built into the solution to ensure that in the absence of primary connectivity that the system does not lose data / footage. 	M
3.1.18	<ul style="list-style-type: none"> ○ The City Law Enforcement Agencies will need to carry out surveillance with a moving vehicle with camera equipment, used for vehicles travelling both ahead of and towards it. The system must allow for this. 	M
3.2	<ul style="list-style-type: none"> ● In-Vehicle ANPR Capability 	
3.2.1	<ul style="list-style-type: none"> ○ The proposed solution shall propose in-vehicle camera equipment/system for capturing and analysing number plates on passing vehicles that are moving or standing still or parked from a moving platform itself, and generating an alert adapted to the individual installation sites and the nature of the 'hit' 	M
3.2.2	<ul style="list-style-type: none"> ○ It must be possible for the solution to take pictures of the number plate mounted on the front and / or the back of the vehicle being checked. The system must only report one of the occurrences of the same number plate. 	M
3.2.3	<ul style="list-style-type: none"> ○ The ANPR System must be able to manage the duplications that can be created by a front and rear facing camera read, as well as by a repeated read when traveling for periods of time in front of or behind the same vehicle 	M
3.2.4	<ul style="list-style-type: none"> ○ The proposed solution must be capable of reading correctly 95% or more of the number plates that are scanned, even if either, or both, of the vehicles are in motion. The tenderer must provide details and / or demonstration to substantiate this requirement. 	M
3.3	<ul style="list-style-type: none"> ● In-Vehicle User Interface Device 	
3.3.1	<ul style="list-style-type: none"> ○ The in-vehicle camera's must have the functionality for the officer to trigger a 'query' on a particular number plate that is currently 'on screen'. The use case is that in the event of a routine vehicle stop, in which an officer in a vehicle is pulling another vehicle over, that the system will immediately do a 'check' on the vehicle, and return any relevant information to the officer. This information may not only be from an ANPR list, but would include NATIS and even EPIC DB queries. This is both a safety and an efficiency requirement. The tenderer should describe how the solution would achieve this and how privacy concerns could be managed. Tenderer to explain how they would access external databases such as NATIS. 	M
3.3.2	<ul style="list-style-type: none"> ○ Each in-vehicle installation must link to the management solution and create access through a user interface device that allows a centralised user to interact with the solution and the information presented 	M
3.3.3	<ul style="list-style-type: none"> ○ Each on-board in-vehicle installation must utilise a user interface device loaded with an application that allows the user to interact with the solution and the information presented to them. ○ Note: The City S&S Units currently have on-board user interface devices (smart phones and tablets – see below), and it would be a requirement that the proposed solution provide an application that is able to be loaded on the current City android devices. This device has existing connectivity with the City network, and this should be acknowledged in the solution proposal. 	M
3.3.4	<ul style="list-style-type: none"> ○ The proposal for the user interface device should provide a mounting, connectivity and device charging solution for the City's two types of existing Devices. The two types of devices that exist in the City currently are Huawei EP720 handheld devices, and Samsung Galaxy Active Tab 3's. 	M
3.3.5	<ul style="list-style-type: none"> ○ The user interface device, in the case of in-vehicle cameras, should be able to also be utilised in a handheld mode to read number plates via the App installed on the device, providing feedback on the ANPR results. 	M

3.3.6	<ul style="list-style-type: none"> ○ If a camera is triggered by an automated action, the ability to deactivate the camera recording post the trigger must be able to be managed by the user. The management of this complex set of circumstances must be configurable, and the tenderer must describe how it is dealt with in the solution. 	M
3.3.7	<ul style="list-style-type: none"> ○ Access to footage taken recently utilising the in-vehicle cameras is a valuable tool for the officers in the field, however this access would need to be managed appropriately and the ability to delete or manipulate the footage in any way must be restricted. The tenderer should describe how this is achieved in the solution. 	M
3.3.8	<ul style="list-style-type: none"> ○ In-vehicle Camera's must be able to be triggered remotely from the central user management suite. When this remote trigger occurs an audible and visual alert must be shared with the user to inform them that the camera has been triggered remotely. 	M
3.3.9	<ul style="list-style-type: none"> ○ The proposed solution should be have the ability to bookmark important moments in the generation of the data that will allow analysts to go and analyse the data more easily. These bookmarks should be created by triggers associated with actions in the primary system 	M
3.3.10	<ul style="list-style-type: none"> ○ In line with the above, as well as systems to which the solution is integrated. (Lights and Siren activation, Accelerometer Impact, CAD status, etc) 	O
3.3.11	<ul style="list-style-type: none"> ○ When an ANPR read causes an alert, the solution must provide the user with appropriate context as to what has caused the alert, details of the alert, and specifically which database has the vehicle listed at what level 	M
3.3.12	<ul style="list-style-type: none"> ○ The mobile user should be provided with the ability to bookmark important moments in the generation of the data that will allow analysts to go and analyse the data more easily. 	M

4	Portable ANPR Camera's	Mandatory (M) / Optional (O) (To be completed by the City)
	Description of Components	
4.1	<ul style="list-style-type: none"> • Portable Camera's with ANPR capability 	
4.2	<ul style="list-style-type: none"> • User Interface Device to manage the outputs of the Portable ANPR Camera 	
	Specifications	
4.1	<ul style="list-style-type: none"> • Portable Camera's with ANPR capability 	
4.1.1	<ul style="list-style-type: none"> ○ The proposed solution shall propose camera equipment/system for capturing and analysing number plates on passing vehicles from a mobile, portable, deployable platform such as a tripod etc, and the system must sound an alert adapted to the individual installation sites and adapted to the alert level of the 'hit' 	M
4.1.2	<ul style="list-style-type: none"> ○ The proposed solution must be capable of reading 95% or more of the number plates that are scanned correctly, even if the vehicles are in motion. The tenderer must provide details and / or demonstration to substantiate this requirement. 	M
4.1.3	<ul style="list-style-type: none"> ○ The mobile fixed, cameras must be able to create bookmarks, either by a centralised user watching the footage live, or watching footage in retrospect, or by an automated system related trigger. The tenderer must describe this process in detail. 	M
4.1.4	<ul style="list-style-type: none"> ○ The tenderer must describe how the data / footage would be managed in each local installation from a local storage perspective. This is important for data not uploaded in real-time and for an offline mode. 	M
4.1.5	<ul style="list-style-type: none"> ○ The tenderer must describe the redundancies built into the solution to ensure that in the absence of primary connectivity that the system does not lose data / footage. 	M
4.2	<ul style="list-style-type: none"> • User Interface Device to manage the outputs of the Portable ANPR Camera 	
4.2.1	<ul style="list-style-type: none"> ○ Each portable, static installation must have a user interface device that allows the user to interact with the solution and the information presented to them. In this case the City devices would not be utilised as user interface devices, and the proposal must include the provision of these devices. 	M
4.2.2	<ul style="list-style-type: none"> ○ Each portable static installation must also link to the centralised management solution and create access through a user interface device that allows a centralised user to interact with the solution and the information presented to them. 	M

5	Fixed ANPR Camera's	Mandatory (M) / Optional (O) (To be completed by the City)
	Description of components	
5.1	<ul style="list-style-type: none"> Fixed Camera's with ANPR Capability 	
5.2	<ul style="list-style-type: none"> User interface in central location to manage the outputs of the Fixed ANPR Camera 	
	Specifications	
5.1	<ul style="list-style-type: none"> Fixed Camera's with ANPR Capability 	
5.1.1	<ul style="list-style-type: none"> The proposed solution shall propose fixed camera equipment/systems for capturing number plates on passing vehicles from a static fixed platform and generate an alert adapted to the individual installation sites and adapted to the alert level of the hit. This alert must be triggered within the management solution as this is an unmanned installation 	M
5.1.2	<ul style="list-style-type: none"> The installation should be able to deal with multiple lanes, and should be able to read number plates from the front of the vehicles and the rear of the vehicles depending on the site and situation of the infrastructure. 	M
5.1.3	<ul style="list-style-type: none"> The installation should be able to read the number of plates of all types of vehicles including motor-cycles, trailers, trucks, busses, notwithstanding obvious exceptions etc. 	M
5.1.4	<ul style="list-style-type: none"> Static Fixed cameras must have provisions made to be protected appropriately, especially wrt to vandalism and or other threats. 	M
5.1.5	<ul style="list-style-type: none"> Best practice standards must be employed with regard to the installation of fixed static cameras wrt to height, and infrastructure. Innovation wrt connectivity, power supply and deployment will be considered. 	M
5.1.6	<ul style="list-style-type: none"> The proposed solution must be capable of reading 95% or more of the number plates that are scanned correctly, even if the vehicles are in motion. The tenderer must provide details and / or demonstration to substantiate this requirement. 	M
5.1.7	<ul style="list-style-type: none"> The mobile fixed, and the static fixed cameras must be able to create bookmarks, either by a centralised user watching the footage live, or watching footage in retrospect, or by an automated system related trigger. The tenderer must describe this process in detail. 	M
5.1.8	<ul style="list-style-type: none"> The tenderer must describe how the data / footage would be managed in each local installation from a local storage perspective. This is important for data not uploaded in real-time and for an offline mode. 	M
5.1.9	<ul style="list-style-type: none"> The tenderer must describe the redundancies built into the solution to ensure that in the absence of primary connectivity that the system does not lose data / footage. 	M
5.2	<ul style="list-style-type: none"> User interface in central location to manage the outputs of the Fixed ANPR Camera 	
5.2.1	<ul style="list-style-type: none"> Each fixed static installation must link to the management solution and create access through a user interface device that allows a centralised user to interact with the solution and the information presented to them 	M
5.2.2	<ul style="list-style-type: none"> Centrally located operators must be able to activate and deactivate static fixed site cameras remotely if necessary 	M

General Specifications

6	General Hardware Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.1	The following general hardware requirements must be complied with by the tenderer	
	Specifications:	
6.1.1	<ul style="list-style-type: none"> All camera equipment, cables, leads and power supply units must be damp and dust-proof. This must be IP 67 at a minimum. 	M
6.1.2	<ul style="list-style-type: none"> Cables must be flexible and it must be possible to use camera equipment at temperatures down to -20 degrees Celsius and up to +50 degrees Celsius. 	M
6.1.3	<ul style="list-style-type: none"> The tenderer must describe how the in-vehicle mobile solutions will be designed to withstand the elements, specifically heat and direct sunlight on the dashboard of the vehicle. 	M
6.1.4	<ul style="list-style-type: none"> Depending on the type of installation, (In-vehicle, portable, or static fixed) the distance from the camera to the object being read (in the case of ANPR) of the camera must be at least between 5-30 metres. Technical detail and proposal to be provided for the above point 	M
6.1.5	<ul style="list-style-type: none"> The management and measures available to ensure that there is no opportunity of tampering, especially as it relates to SD Card / physical memory must be described by the tenderer 	M
6.2	General ANPR Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
	The following general ANPR requirements must be complied with by the tenderer	
	Specifications:	
6.2	<ul style="list-style-type: none"> The following general ANPR requirements must be delivered by the tenderer for all the components of the solution 	
6.2.1	<ul style="list-style-type: none"> Number plate recognition must function equally well, irrespective of conditions, for example daylight, dusk, darkness at night. 	M
6.2.2	<ul style="list-style-type: none"> Any accompanying light equipment for the on-board, mobile fixed or the static fixed camera systems (if any) must not be a distraction for drivers or motorists on the road. Any light facilities must be specified, explained and documented. They must be included in the pricing structure. 	M
6.2.3	<ul style="list-style-type: none"> The ANPR system must be capable of reading and interpreting the fonts used on all nationally officially accepted number plates. 	M
6.2.4	<ul style="list-style-type: none"> The quality of number plate recognition must not be affected in varying weather conditions, such as rain or mist (it is assumed here that the number plate itself is not dirty / obscured). 	M
6.2.5	<ul style="list-style-type: none"> The number plate recognition quality must have high tolerance for the use of different camera angles, before the quality of number plate recognition deteriorates. The tenderer must provide technical details to substantiate this requirement. 	M
6.2.6	<ul style="list-style-type: none"> In alerts to the user or operator, the image of the scanned number plate must be presented together with a colour overview picture of the vehicle for visual verification of recognition (For day light conditions). The alert must also contain all data registered in the list of "Vehicles of Interest" for the vehicle in question. 	M
6.2.7	<ul style="list-style-type: none"> The solution must utilise the captured overview data to identify possible 'Cloned Number Plate' events and to alert users accordingly 	M

6.2.8	<ul style="list-style-type: none"> The alert must also have the ability to contain all additional relevant data registered in any additionally accessible Databases (such as NATIS) for the vehicle in question. This detail may have to be restricted to comply with Data Protection Legislation. This is a technical requirement and it is understood that the policy requirement may need to be negotiated. This must be able to alert the field officer in their vehicle of the alert in near-real time from the onboard device whilst they are driving / their vehicle is parked. 	M
6.2.9	<ul style="list-style-type: none"> The camera system must count observations and maintain statistics of the number of vehicles scanned. This consists of the total number of observations, number of alerts triggered by these, description of why an alert was triggered and where and when the observations took place coordinates or equivalent). 	M
6.2.10	<ul style="list-style-type: none"> The solution must have a function that makes it possible to choose whether the data on the scanned objects should be stored or not, i.e. on and off. It must be possible to choose which data and for how long data should be stored and the quantity of information from the system. The system should have configurable settings, allowing this setting to be managed by administrators. It must be possible to adjust this for the individual departments, or the individual camera units. The system must log when and by whom it is turned on and off. 	M
6.2.11	<ul style="list-style-type: none"> The quality of the video must meet the standards required by appropriate legislation and industry best practice in this environment, but more importantly must be able to achieve the deliverable of accurately reading number plates and quickly returning a result. The tenderer must provide detail on how the solution meets accepted standards and the legislative requirements. 	M
6.2.12	<ul style="list-style-type: none"> Each proposed installation for this section must be ANPR capable. The tenderer must describe whether this is achieved by a single ANPR camera, multiple cameras etc. 	M
6.3	General Video / Digital Evidence Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.3	The following general Video / Digital Evidence requirements must be complied with by the tenderer	
	Specifications:	
6.3.1	<ul style="list-style-type: none"> The tenderer must confirm that the format of all evidence in the solution is compatible with industry standard video analytics platforms 	M
6.4	Communication / Connectivity Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.4	The following Communication / Connectivity requirements must be complied with by the tenderer	
	Specifications:	
6.4.1	The tenderer must deliver a proposal wherein they are responsible for the the delivery and the costs of all the data connectivity requirements for all devices.	M
6.4.2	Notwithstanding the above, the tenderer must ensure that the devices proposed are able to transmit data via the following technologies:	M
6.4.3	<ul style="list-style-type: none"> LTE 	M
6.4.4	<ul style="list-style-type: none"> City Broadband Network 	M
6.4.5	<ul style="list-style-type: none"> Public Wifi Network 	M
6.4.6	The tenderer can detail potential savings / options in the proposal for the City should the tenderer be given access to City Data Networks.	O

6.5	Data Storage Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.5	The following Data Storage requirements must be complied with by the tenderer	
	Specifications:	
6.5.1	<ul style="list-style-type: none"> VMS Server 	
6.5.1.1	<ul style="list-style-type: none"> Allow for automatic upload, categorisation and storage of raw footage from DEMS-integrated devices (DashCams and BodyCams) 	M
6.5.1.2	<ul style="list-style-type: none"> Allow for manual upload of raw footage from other solutions, as well as providing an appropriate UI to allow for the correct categorisation of such footage 	M
6.5.1.3	<ul style="list-style-type: none"> OPTIONAL: Allow for electronic integration and upload of raw footage from other VMS/RMS in the eco-system 	O
6.5.1.4	<ul style="list-style-type: none"> Include the total costs of the data storage for each device based on an off-site hosted solution . 	M
6.5.1.5	<ul style="list-style-type: none"> Provide cost saving options should the City provide access to existing storage 	O
6.5.2	<ul style="list-style-type: none"> ANPR Server 	
6.5.2.1	<ul style="list-style-type: none"> Store and categorise ANPR Data from the DEMS Project 	M
6.5.2.2	<ul style="list-style-type: none"> Allow for integration to other ANPR systems to store relevant permissible data 	M
6.6	System Interfaces / Integration Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.6	The following System Interfaces / Integration requirements must be complied with by the tenderer	
	Specifications:	
6.6.1	<ul style="list-style-type: none"> Video and VMS Data Integrations 	
	<ul style="list-style-type: none"> To be integrated 	
6.6.1.1	<ul style="list-style-type: none"> CCTV Evidence 	M
6.6.1.2	<ul style="list-style-type: none"> EPIC Evidence 	M
6.6.1.3	<ul style="list-style-type: none"> Information, Surveillance, Reconnaissance (ISR – Manned Aircraft) Evidence 	O
6.6.1.4	<ul style="list-style-type: none"> Remotely Piloted Aircraft Systems (RPAS) Evidence 	O
6.6.2	<ul style="list-style-type: none"> ANPR and Natis related Integrations 	M
6.6.3	<ul style="list-style-type: none"> EPIC and EPIC Geo-Spatial Functionality 	M
6.7	Training and Skills Development Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.7	The following Training and Skills Development requirements must be complied with by the tenderer	
	Specifications:	
6.7.1	<ul style="list-style-type: none"> The tenderer must provide a training proposal with options relating to a train the trainer approach as the primary approach, with comprehensive training as the secondary approach (CCT will provide venues for the training) 	M
6.7.2	<ul style="list-style-type: none"> The training proposal must include a section on change management and details on how the tenderer would manage the change element of the project 	M

6.8	Support Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.8	The following Support requirements must be complied with by the tenderer	
	Specifications:	
6.8.1.1	<ul style="list-style-type: none"> The tenderer must propose how the solution would be supported from a software perspective 	M
6.8.1.2	<ul style="list-style-type: none"> The tenderer must propose how the solution would be supported from a hardware perspective. 	M
6.8.1.3	<ul style="list-style-type: none"> The tenderer must stipulate as part of the proposal and supporting documentation, what hardware is proposed, the specifications of the proposed hardware, and the warranty and guarantee periods associated with the hardware. 	M
6.8.1.4	<ul style="list-style-type: none"> The tenderer must explicitly explain the process for the City to retain utilisation of the hardware and software post the original tender period. This must include licensing costs, maintenance and support costs. 	M
6.8.1.5	<ul style="list-style-type: none"> Regardless of the above, the tenderer must guarantee access for the City to its evidence that is stored on the system and guarantee a process for that access to be created into perpetuity. This could include hosting or migration options. 	M
6.8.1.6	<ul style="list-style-type: none"> A service and support agreement containing a description of updates and new versions must be included. The Tenderer/bidder should specify and describe all data processing that takes place on the Client's equipment in connection with service assignments. Routines and procedures for performing the task must be documented and form an attachment to the tender. This includes treatment of hardware components when replacing parts/storage medium. All such tasks should and must be dealt with within the framework prescribed by City of Cape Town privacy protection legislation. 	M
6.8.1.7	<ul style="list-style-type: none"> New versions and software updates/improvements must be included in the service and maintenance agreement. 	M
6.8.1.8	<ul style="list-style-type: none"> The Tenderer/bidder shall remedy hardware or software support problems within the agreed Service Level Agreements as listed below. This may for example, be done by remote control of a PC and assistance from a City employee or operator. The Tenderer/bidder must diagnose the fault and correct it within agreed timelines. 	M
6.8.1.9	<ul style="list-style-type: none"> The Tenderer/bidder shall describe a method for remote control of the system and for maintaining a log of all activities 	M
6.8.1.10	<ul style="list-style-type: none"> In cases where remedying of faults requires a physical presence, this must be agreed with the Client. 	M
6.9	Continuity Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.9	The following Continuity requirements must be complied with by the tenderer	
	Specifications:	
6.9.1	<ul style="list-style-type: none"> It is a requirement that the proposal from the tenderer allows for the following continuity measures: 	
6.9.1.1	<ul style="list-style-type: none"> Regardless of the final data storage solution, the data is owned by the CCT and must be made available and accessible to the CCT post the contract period 	M
6.9.1.2	<ul style="list-style-type: none"> Hardware (BWC's, In-Vehicle Cameras, mobile and Fixed Static Cameras) procured by the CCT as part of this contract must be able to continue to be used by the CCT post the contract date either on a perpetual license or on another software solution. 	M
6.9.1.3	<ul style="list-style-type: none"> Any impediments to the above continuity requirement, including Software Licenses that could preclude the above clauses should be declared by the tenderer in the proposal, and mitigation measures should be explained 	M

6.10	Delivery and Implementation Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.10	The following Delivery and Implementation requirements must be complied with by the tenderer	
	Specifications:	
6.10.1	<ul style="list-style-type: none"> A comprehensive Project plan is required to detail the implementation plan. This must include a project life-cycle proposal and especially must detail the change management strategy 	M
6.10.2	<ul style="list-style-type: none"> A detailed installation project plan is required detailing the rate at which camera installations can be done 	M
6.10.3	<ul style="list-style-type: none"> It is a requirement that the service provider shall deliver and install all components of the initial deployment (Software, Hardware, Connectivity and Storage) of the solution within three months of the tender award date . As per the estimated initial quantities in 15(f) 	M
6.10.4	<ul style="list-style-type: none"> The tenderer shall be a full-service bidder, and shall bear responsibility for the following: - supply of all components of the solution - delivery of all components of the solution; - installation of all components of the system (including cables, fastening, mounting, power supply, storage, converters, adapters, and any other installation equipment required): - implementation and operationalisation of the system (including all connectivity required) along with agreed CCT Team (including training); - Support and maintenance of the solution for the period of the contract. 	M
6.10.5	<ul style="list-style-type: none"> Operational utilisation of the system will be taken over by CCT as part of the operationalisation of the solution. The operationalisation and handover plan must be clearly defined by the tenderer. 	M
6.10.6	<ul style="list-style-type: none"> A full set of handover documentation will be required to be provided by the tenderer. The documentation will be provided in English. The documentation must be provided in at least one hardcopy and electronic versions to allow for future printing etc. This would include technical and training material. 	M
6.10.7	<ul style="list-style-type: none"> It must be possible to dismantle the in-vehicle system and move it to another vehicle in a simple manner. Installation in the vehicle must be carried out in a regulatory manner. (including not losing the vehicle warranty) The installation must also be carried out in a manner that is not an obstacle to normal use of the vehicle when the system is not active. 	M
6.10.8	<ul style="list-style-type: none"> The Tenderer/Bidder is responsible for installation, and must document the installation and provide necessary training so that any moving can be done by the City resources 	M
6.10.9	<ul style="list-style-type: none"> The installation is documented and signed off by the Tenderer/Bidder before the Law enforcement agencies take over responsibility for the installation. The Tenderer/Bidder's signing off also documents that the Tenderer/Bidder confirms that the system has been tested and that it functions in accordance with the Client's specification. 	M
6.11	General Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
6.11	The following General requirements must be complied with by the tenderer	
	Specifications:	
6.11.1	<ul style="list-style-type: none"> Legislation 	
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Ensure Compliance with POPIA Legislation 	M
6.11.2	<ul style="list-style-type: none"> Registrations 	
6.11.2.1	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Ensure appropriate organisation registrations with required professional bodies 	
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> PSIRA 	M
6.11.2.2	<ul style="list-style-type: none"> <ul style="list-style-type: none"> Ensure all equipment is registered with the appropriate bodies governing this environment such as : 	
	<ul style="list-style-type: none"> <ul style="list-style-type: none"> ICASA 	M

Contract Performance Criteria.

37.1 The supplier shall adhere to the below Service Level Framework for the support and maintenance of the Dashcams. Note that a penalty percentage will be applied as per Table XXX below if failure of adhering to the tabled metric occurs over a period of 4 consecutive months.

The minimum service availability required is as follows:

Table 1 - Maintenance

Key performance indicator (KPI)	Response	Target Announcements time	Target Resolution Time	Service Target	Reporting	Penalty (%) per purchase order
Security patches that form part of entire solution	Announcement of security threat and and plan to resolve.	1 Week	Monthly cycle	90%	Monthly report on response times	10%
Software faults	Announcement of software faults and plan to resolve.	1 Week	Monthly cycle	90%	Monthly report on planning	5%
Software Upgrades	Announcement of new features with impact plan.	1 month	6 months	90%	Monthly report on response times	5%
Hardware maintenance	Announcement of required hardware maintenance with impact plan.	1 Month	1 Month	90%	Monthly report on planning	5%

Table 2: Support

Key performance indicator (KPI)	Response	Severity	Target Response Time	Target Resolution Time	Service Target	Reporting	Route Cause Analysis Report	Penalty (%) per purchase order
Service Repair Support	Immediate and sustained effort, using all available resources until resolved. On-call procedures activated, vendor	Level 1	30 mins	4 Hours	90%	Monthly report on response times	4 Weeks after resolution	10%

	support invoked							
Service Repair Support	Support Team responds immediately, assess the situation, may interrupt other staff working normal or moderate priority jobs for assistance	Level 2	60 minutes	8 Hours	90%	Monthly report on response times	4 Weeks after resolution	7.5%
Service Repair Support	Respond using standard procedures and operating within normal supervisory management structures	Level 3	4 hours	24 hours	90%	Monthly report on response times	4 Weeks after resolution	5%
Service Repair Support	Respond using standard procedures and operating within normal supervisory management structures	Level 4	8 hours	72 hours	90%	Monthly report on response times	4 Weeks after resolution	2.5%

Table 3: Severity Classification: API Gateway

Priority Level	Description	Classification
Level 1	Software / hardware faults affecting the entire solution (Generally System related issues and not individual Device issues)	Critical
Level 2	Software / Hardware faults that cannot be resolved via equipment 'Swop Out'	High
Level 3	Software / Hardware faults affecting individual users previously resolved via 'swop out'	Moderate
Level 4	All other software / hardware faults that do not fall into the above categories	Low

TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

EMPLOYMENT OF SECURITY PERSONNEL

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

FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)														
DIRECTORATE:		DEPARTMENT:														
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:														
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:														
		CELL WORK														
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)															
R															

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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

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

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

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

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORTRand Value of the contract (as defined in
Schedule 4: Preference Schedule) (**P***)

R

B-BBEE Status Level of Prime Supplier

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

¹Documentary evidence to be provided

Total: R

Expressed as a
percentage of **P*** %

SignaturesDeclared by supplier
to be true and correct:

.....

Date:

Verified by CCT
Project Manager:

.....

Date:

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ B = A% x P*	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date D = C/P*x100
		A			
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

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

Date:

Verified by CCT
Project Manager:

Date:

