

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

TENDER NO: 74S/2024/25**TENDER DESCRIPTION: The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution****CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT****CLOSING DATE** 21 October 2024**CLOSING TIME** 10:00 am**TENDER BOX NUMBER** 129**TENDER FEE** R200.00

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

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

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

TENDER SERIAL NO.:**SIGNATURES OF CCT OFFICIALS
AT TENDER OPENING**

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED : 13 September 2024

SITE VISIT/CLARIFICATION MEETING : Time: 10:30 on Date: 30 September 2024 (compulsory)

VENUE FOR SITE VISIT/CLARIFICATION MEETING : Hybrid: MWEB & Skype
EPIC Auditorium, MWEB Building, 100
Fairways Close, Parow, Cape Town.

<https://meet.capetown.gov.za/matthew.rosenberg/H1OSTW9K>

TENDER BOX & ADDRESS : Tender Box as per front cover at the Tender & Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

: The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 74S/2024/25: - TENDER DESCRIPTION: The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE : Email:
Matthew Rosenberg
matthew.rosenberg@capetown.gov.za
Comm.Safety1@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

[The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") and in addition an "alternative tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderer).

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

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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

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

The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager

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

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

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

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

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

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

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Office of the City Manager

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

Via post at: Private Bag X9181, Cape Town, 8000

Via email at: Popia@capetown.gov.za

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as

Annexure F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

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

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

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

2.2.1.1.4 Minimum score for functionality

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

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

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.	More than 5 years	20	20.0
		2 to 5 years	15	
		1 to 2 years	5	
		0 to 1 years	0	
#2	Project Delivery - Number of successfully implemented In-Vehicle Camera, Body Worn Camera and / or ANPR Technology projects (of at least 50 individual installations / Units) with references	More than 5 projects	30	30.0
		2 to 4 projects	15	
		1 to 2 projects	5	
		0 projects	0	
#3	Project Implementation - Duration in weeks, required to take over from the existing vendor and fully implement and operationalise the solution according to specifications	1 week to 4 weeks	30	30.0
		5 to 8 weeks	15	
		8 to 12 weeks	5	
		More than 12 weeks	0	
#4	Proposed Project Team Resources - Number of staff currently employed by the company who are dedicated to this line of business.	21 + people	20	20.0
		11 to 20 people	15	
		5 to 10 people	10	
		2 to 4 people	5	
		0 to 1 person	0	
	Total			100.0

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

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

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

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

[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.]

#1 *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.*

- #2 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 50), 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.
- #3 This criteria measures the ability of the vendor to transition from the current vendor and provide the CCT with an operational solution as soon as possible. This specifically focusses on their ability to complete the commissioning of 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.
- #4 A list of 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 permanently employed and named as part of this submission:
- Project Manager
 - Support Lead
 - Technical Lead – Solutions Architect

2.2.1.1.7 Provision of samples

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

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

The tenderer shall acknowledge receipt of notices to the tender documents, which the CCT may issue, and shall fully comply with all instructions issued in the said notices, and if necessary, apply for an extension of the

closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of the said notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile, or registered post or other lawful means.

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

- 2.2.12.1** The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.
- 2.2.12.2** The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.2.12.3** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.
- 2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.
- 2.2.12.5** The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- 2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**Section C2, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

- 2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior

to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

[2.3.10.3.1] Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C4)**:

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

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule**

and the table in this clause.

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	- Proof of disability - Company Registration Certification	- Medical certificate/ South African Revenue Services disability registration - Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises	3	B-BBEE status level of contributor;	Specifically in line with the respective sector codes which the company operates,

<i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>			• South African National Accreditation System approved certificate or commissioned sworn affidavit
		• South African owned enterprises;	• Certificate of incorporation or commissioned sworn affidavit
		• Financial Statement to determine annual turnover	• Latest financial statements (1 Year)
Total points	10		

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 74S/2024/25**TENDER DESCRIPTION:** The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution**CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT**

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 74S/2024/25

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

The tenderer, identified in the offer signature table below,

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

Tender 74S/2024/25 - The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution

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

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

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

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

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

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

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

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

Tender 74S/2024/25 - The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution

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

Notes:

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

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

Tender 74S/2024/25 - The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution

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

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

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

.....,
(Supplier/Mandatar y/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatar y

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

Witness

for and on behalf of
CCT

C.4 PRICE SCHEDULE

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

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

Comprehensive solution provided on a leased basis 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 for: - HikVision HikCentral Professional as per the specifications - ANPR Solution as per specifications. - APN Management Solution for the Simcards and connectivity	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) base solution as per pricing notes and including vehicle tablet	Lease price per vehicle installation per month	0-50			
			51-100			
			101-200			
			>200			
2.2	Supply and installation of In-vehicle Camera (IVC) ANPR Camera in conjunction with the the above (2.1) installation of the IVC Solution	Lease price per IVC ANPR Camera per month	0-100			
			101-200			
			201-400			
			>400			
2.3	Supply and installation of In-vehicle Camera (IVC) Visual Camera in conjunction with the the above (2.1) installation of the IVC Solution	Lease price per IVC Visual Camera per month	0-100			
			101-200			
			201-400			
			>400			
2.4	Percentage Markup for additional materials required for installation into non-standard vehicles as listed in the pricing notes	% Markup on supplier quotes	As required			
2.5	Per hour cost for labour for installation into non-standard vehicles as listed in the pricing notes	Per Hour	As required			
2.6	Mobile Bluetooth Printers for use with the IVC	Lease price per Printer per month	0-50			
			51-100			
			101-200			
			>200			
2.7			0-50			

	Supply and installation of Body Worn Camera (BWC) solution as per pricing notes	Lease price per device (and associated multiple users) per month	51-100			
			101-500			
			>500			
2.8	Supply and Installation of BWC Docking Stations	Lease price per docking station per month	0-20			
			21-40			
			41-60			
			>60			
2.9	Supply and installation of Static Fixed Camera (SFC) solution as per pricing notes	Lease price per installation	0-10			
			11-20			
			21-50			
			>50			
3. Storage				Year 1	Year 2	Year 3
3.1	Provision of storage for Digital Evidence hosted in the solution for the duration of the contract	Per GB per month	Bidder to provide Estimates			
4. Connectivity				Year 1	Year 2	Year 3
4.1	Provision of mobile device data (video footage and other related information)	Per GB	Bidder to provide Estimates			
4.2	Provision of uncapped data at fixed sites per month	Per month per site	CCT to decide on number of sites			
5. Maintenance and Support						
5.1	Support and Maintenance Mobile team as per pricing notes	Per month	Duration of contract			
5.2	Fixed site support centre as per pricing notes	Per month	Duration of contract			
6. Other Services				Year 1	Year 2	Year 3
6.1	Additional Training / Refresher Training / Specialised Training course options	Per course of One day with up to 20 candidates	N/A			
6.2	Transfer of IVC hardware to new installations (in case of vehicle damage etc)	Per transfer	N/A			
7. Optional Services				Year 1	Year 2	Year 3
7.1	Video / Digital Evidence Analytics Solution	Per Enterprise Solution Licence	N/A			
7.2	Additional Professional Services required to operationalise the Solution	Per hour	N/A			
7.3	Additional hardware required to operationalise the solution	% Markup				
7.4	Additional HikVision Cameras as proposed by the bidder that may offer value to the CCT – such as Helmet Cameras, Nameplate cameras etc. that will work with the Hikcentral platform as provided in 1.1	Per device (and associated multiple users) per month	As Required			

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 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 CCT 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:

The City reserves the right to use the below services at their discretion as and when it is required: _____

1.1 – Software Solution

All inclusive monthly price, inclusive of the following:

- HikCentral Professional (V2.4.1.202403121531_DZP20240102220 – customised for the City of Cape Town as at publication) Upadted on an ongoing basis with regular updates.
 - o Provided on a Software-as-a-Service (SaaS) enterprise licence model, billed per month and inclusive of the following:
 - Unlimited users
 - Unlimited devices
 - Hosted locally in South Africa on a private cloud
- ANPR Solution as per specifications.
 - o Provided on a Software-as-a-Service (SaaS) enterprise licence model, billed per month and inclusive of the following:
 - Unlimited users
 - Unlimited cameras / feeds / streams
 - Hosted locally in South Africa on a private cloud
- APN Management Solution for the Simcards and connectivity
 - o Inclusive of the following:
 - Unlimited simcards
 - Unlimited users

INITIALS OF CCT OFFICIALS		
1	2	3

2.1 Supply and installation on a leased based of In-vehicle Camera (IVC) base solution and including vehicle tablet

As per the specifications, inclusive of the entire solution except the cameras which will be leased under

2.2 and 2.3 below as required per vehicle. This monthly price to include the following in line with the detailed specifications:

- On-Board Installation and Operating License Fee
- Supply, Deliver, Install Hardware and commission the solution
- CCT will lease equipment for a minimum of 18 months.
- Ability to connect up to 4 cameras (visual or ANPR in any combination)
- 1 x Data Storage unit – NVR (Currently Hikvision AE-MN5043 with version V5.6.4.422420 F256MB build230112 – must provide equivalent or better)
- 1x Computer for ANPR processing and similar (Currently Alpha X10)
- 1 x Connectivity solution (Currently the Teltonika RUT956)
- 1 x User Interface Device – Android Tablet (Currently the Blackview TAB12)
- Cables
- Mountings
- Power and charging supply
- Any other installation equipment required for operations
- Supply, Deliver, Install Software
- Connectivity software if required
- User Interface Device Software
- power connections for camera and user interface,
- connectivity-related hardware and infrastructure,
- initial device training, and
- a support and maintenance agreement on the hardware

The banded quantities refer to the total leased installations in the system.

2.2 Supply and installation of In-vehicle Camera (IVC) ANPR Camera as part of the above (2.1) installation of the IVC Solution

- Supply, Deliver, Install and commission camera hardware into a vehicle already installed with a base IVC Solution as per 2.1 above
- Priced per camera per month
- Hikvision AE-VC583I (or equivalent or better) with V3.0.1 build 230306
- CCT will lease equipment for a minimum of 18 months.
- Cables & power connections for camera
- Mountings
- Any other installation equipment required for operations

The banded quantities refer to the total leased devices in the system.

2.3 Supply and installation of In-vehicle Camera (IVC) Visual Camera as part of the above (2.1) installation of the IVC Solution

- Supply, Deliver, Install and commission camera hardware into a vehicle already installed with a base IVC Solution as per 2.1 above
- Hikvision DS-2XM6222G (or equivalent or better) V1.4.1 build 220329
- Priced per camera per month
- CCT will lease equipment for a minimum of 18 months.
- Cables & power connections for camera
- Mountings
- Any other installation equipment required for operations

The banded quantities refer to the total leased devices in the system.

2.4 Percentage Markup for additional materials required for installation into non-standard vehicles

- Use of this line item will be negotiated and agreed to in writing.
- Tenderer to provide their markup % that will be charged over and above the provided supplier quotations in the following cases:
 - Non-standard vehicles e.g. Fire Trucks, Command Vehicles, Hardened Vehicles,

- Lockup/prisoner transport vehicles
 - Or other materials as required for project operationalisation
- 2.5 Per hour cost for labour for installation into non-standard vehicles**
- Use of this line item will be negotiated and agreed to in writing.
 - Tenderer to provide their hourly labour rate that will be charged for installation of the IVC solution in the following cases:
 - Non-standard vehicles e.g. Fire Trucks, Command Vehicles, Hardened Vehicles, Lockup/prisoner transport vehicles
- 2.6 Mobile Printers for use with the IVC**
- HP OfficeJet 202 or equivalent or better
 - Each printer delivered must be inclusive of the following:
 - Protective casing as per the specification
 - Ink Catridges – black and colour
 - 1x ream of appropriate A4 paper
 - All applicable charging and connection cables
 - Priced per printer per month
 - CCT will lease equipment for a minimum of 18 months.
- 2.7 Supply and installation of Body Worn Camera (BWC) solution**
- The lease by the City of a Body Worn Camera (BWC) shall include, for the period of the lease period during the contract, the:
 - Hikvision DS-MH2311C (with custom CCT firmware DZP20231229149_DS-MH2311C_update_V2.4.7_build240124) or equivalent or better.
 - Supply, Delivery, and commissioning for 1 Body Worn Camera consisting of:
 - 1 x Body Worn Camera;
 - 1 x standard uniform mounting/harnesses;
 - All required accessories such as batteries, 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,
 - Power connections for camera and user interface,
 - device-based license model, (each device to be able to be used by multiple users)
 - Simcard based connectivity – all 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 the HikCentral Solution for the contract period.
 - CCT will lease equipment for a minimum of 18 months.
- 2.8 Supply and Installatin of BWC Docking Stations**
- Hikvision DS-MDS003 (with custom CCT firmware DZP20240527205_DS-MDS003_update_V1.2.0_build240605) or equivalent or better
 - Supply, Deliver, Install and commission BWC Docking Station hardware at a location of the CCT's choosing.
 - CCT will lease equipment for a minimum of 18 months.
 - Supply, Delivery, and commissioning for per Docking station to include:
 - Base Station compatible with HikCentral Professional and the BWCs currently in use by the CCT
 - AND, compatible with proposed newer versions of HikVision BWCs
 - If the above cannot be achieved in one single Docking Station then different docks must be proposed and priced for.
- 2.9 Supply and installation of Static Fixed Camera (SFC) solution**

The lease by the City of a 'Static Fixed Camera (SFC) installation' shall include, for the period of the contract, the:

- Supply, Deliver, Install Hardware
- CCT will lease equipment for a minimum of 18 months.
- 1 x ANPR Camera as per specifications - Hikvision iDS-2CD7A46G0/P-IZHS(SA) or equivalent or better
- 1 x Data Storage unit
- 1x "on-board" computer to manage the VOSI hits and minimise data use - Alpha X10 or equivalent or better.
- 1 x Connectivity solution - Teltonika RUT956 or equivalent or better.
- Cables
- Mountings (excluding gantry / 'pole' type infrastructure),
- Power connections
- Any other installation equipment for operations
- Presume the ability to utilise gantry/CCTV structure and gantry/CCTV 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 the HikCentral Solution for the contract period.

3.1 Provision of storage for Digital Evidence hosted in the solution for the duration of the contract. Tenderer to provide pricing per GB per month. This will be billed based on the total at the end of the previous month.

This must allow for the CCT to upload any other types of digital evidence into HikCentral and to store on the server.

4.1 Provision of device data (video footage and other related information)

Simcard, LTE/GSM data costs for use across the project. 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.

4.2 Provision of uncapped data at fixed sites per month

- The cost for this must be quoted as a per month figure, and must be billed monthly, with supporting documentation. This charge must ensure uncapped, simcard based / LTE connectivity for the remote sites of the CCT's choosing.
- Must include all hardware and installation per site.
- CCT will lease equipment for a minimum of 18 months.

Support and Maintenance

The City requires the service provider to provide a support service as well as a maintenance service to the CCT for all those assets (BWCs, Docks, IVCs, SFC, PFCs etc) which are existing from the previous tender and active under this contract. These services must be proposed in order to meet the Service Level Agreements (SLA). Should the operational support requirements exceed reasonable limits (as negotiated between the service provider and the City) then the City will have the ability to procure an additional support service per line item.

5.1 Mobile Team to respond to the following:

- A mobile support team that can react to specific issues logged by the CCT in relation to the service level agreement
 - Able to travel anywhere in the CCT boundaries to deal with issues in the field
 - E.g. BWC Docking Stations, IVCs, Static Fixed Cameras, Operator PCs
- This service must be priced as an all inclusive monthly service related to the realistic costs of the

service provider's team.

- This team should be available on a Monday to Friday basis between 08h00 and 17h00.
- Proactive maintenance is required by the CCT to minimise disruptions to the environment and as such the mobile team must manage proactive maintenance requirements.

5.2 Fixed site support centre

- A fixed site support centre that can react to specific issues logged by the CCT in relation to the service level agreement
- This centre should be available on a Monday to Friday basis between 07h00 and 16h00.
 - Available for staff to bring in devices requiring support
 - E.g. IVCs, BWCs, PFCs, Laptops

6.1 Additional Training Courses

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.

6.2 Transfer of IVC hardware to new vehicle

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.

The below pricing items are optional and will not be used for evaluation

7.1 Video / Digital Evidence Analytics Solution

Service Provider can provide information and quote on the option to provide a software solution or modules that can work with the currently provided and proposed solution (HikCentral Professional) 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.

7.2 Additional Professional Services required to operationalise the Solution

Service provide to quote an hourly labour rate for professional services to enhance or optimise the solution

7.3 Additional hardware required to operationalise the solution

Service Provider to provide their markup that they will charge over and above the supplier quotations for hardware items not covered above.

7.4 Additional HikVision Cameras as proposed by the bidder that may offer value to the CCT

These may include cameras such as helmet cameras or name-badge style cameras or other portable, field devices.

The lease by the City of any proposed Cameras shall include, for the period of the contract, the:

- Supply, Delivery, and commissioning for 1 Camera consisting of:
 - 1x Camera
 - 1 x Charging and download Dock connected to the HikCentral solution
 - This must be clearly stated in the pricing notes how many cameras each dock can support. E.g. if a dock supports 4 cameras then 1 dock must be included in the price of 4 cameras.
 - All required accessories such as batteries, earpieces, cables,
 - Supply, Deliver, Install Software
 - Camera Software if required
 - License
 - Connectivity software if required
 - Connectivity
 - Local device storage as defined in the specifications,
 - power connections for camera
 - 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 the HikCentral Solution for the contract period.
- CCT will lease equipment for a minimum of 18 months.

Assumptions

- Existing power can be utilised on the Gantry Installations
- City will provide all vehicles
- City will provide training venues

C.5 SPECIFICATION(S)

Introduction

Current solution:

The City of Cape Town has invested heavily into 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 since 2022 when it released and awarded a tender (45/2022/2023) for the 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.

This tender has resulted in the implementation of the following technology:

- A specifically-customised version of HikCentral Professional (Version number V2.4.1.202403121531_DZP20240102220) that has been developed for Cape Town
 - Hosted in a private cloud
- An Automatic Number Plate Recognition (ANPR) software platform specifically developed for the CCT to work with the project's IVC ANPR Cameras and accessible in the vehicles and CCT control rooms to alert on VOSI (Vehicle of Special Interest) hits. This includes integration with the following databases:
 - The City's internal Summons and Warrants database (managed by a 3rd party provider)
 - The SAPS Circulation database of stolen vehicle
 - eNatis
 - A customisable CCT Hotlist of suspect vehicles
 - Other databases as required by the City
- Connectivity for the project including:
 - SIM Cards on a custom APN allowing the management of data costs per month
 - An APN Management platform
 - Routers and uncapped monthly data packages to connect remote sites
- Fitment of an In-Vehicle Camera (IVC) solution into 290 CCT Safety & Security vehicles. This IVC solution has been custom built for the City and the single package consists of:
 - 1x forward facing and 1x rear facing in-vehicle visual / overview camera (Hikvision Model Hikvision DS-2XM6222G)
 - 1x forward facing and 1x rear facing in-vehicle ANPR camera (Hikvision Model Hikvision AE-VC583I)

- On-board computer with GPS for management of ANPR hits and camera feeds
- On-board Router & Simcards for connectivity
- All wiring and accessories for the successful installation and utilisation of the solution
- An Android tablet with mounting bracket and charger to run the ANPR software.
- Deployment of 1250 Body Worn Cameras (BWCs) including the following
 - Docking stations (up to 32 Bays) with internal storage and facial recognition for BWC issuing
 - These are fully installed at multiple locations across the City, in accordance with the Facilities Management processes and requirements.
 - Hikvision DS-MDS003 or equivalent
 - BWCs deployed across 3 operational departments (Hikvision Model Hikvision DS-MH2311C)
 - Mounting harnesses and clips for the above BWCs
 - Spare batteries and chargers as required
- 20 Portable ANPR Camera kits including the following
 - ANPR Camera (Hikvision Model Hikvision iDS-2CD7A46G0/P-IZHS(SA))
 - Tripod
 - Battery
 - ANPR Computer with router, GPS and associated wiring and accessories (Alpha X10 or equivalent)
 - Tablet to run the ANPR Software (Blackview TAB12 or equivalent)
- 10 Static, Fixed ANPR Cameras mounted on 5 gantry style sites across Cape Town including
 - ANPR Cameras (Hikvision Model (Hikvision Model Hikvision iDS-2CD7A46G0/P-IZHS(SA)))
 - ANPR Computer with router, GPS and associated wiring and accessories (Alpha X10 or equivalent)

Given the significant investment in the above and the expected lifespan of the deployed technology, the CCT is looking for a service provider to take over, manage, enhance and supplement the above implementation as detailed in the specifications below.

Once this tender is completed, the City plans to go to open tender for a new technology solution (from any OEM/OSM), based on the lessons learnt across the 2 tenders providing the City with 6 years of hardware and software.

Currently the above solution's architecture is provided as a privately hosted cloud solution with the software on a Software-as-a-Service (SaaS) basis. Connectivity is provided by a combination of Fixed Site LTE connectivity and access to the private cloud via the City's MAN Network.

In future, the City would like to achieve the following in terms of connectivity:

- End point connectivity access for the BWC Docks, Computers and IVC access points at multiple sites across the city to utilise the City's existing network where possible – alternative of LTE Routers where CCT Connectivity cannot be achieved.
 - Scenarios:
 - CCT Base with Fibre Network Infrastructure

- CCT Base with no current connectivity – provide Fixed Site LTE

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

- A well established service provider with experience in providing these types of solutions
- The service provider offers a proposal to the CCT which provides a like-for-like solution of the the entire current implementation and maintains, enhances and supports the solution for a period of 36 months.
- The proposed solution must be implemented with the same architecture as per the current implementation (i.e. Software as a Service, hosted in a local private cloud).
- Management of the relationship with the OSM/OEM (i.e. Hikvision)
- Supply additional hardware items as specified below that will work with the currently deployed solution and support these for the period of the contract.
- Provide, support, enhance and maintain the currently provided ANPR platform (IRIS) or provide an equivalent ANPR platform that meets the current specifications and works with the current hardware.
- The service provider must be committed to enhancing the solution and look towards embracing future technology and innovation opportunities.
- The City requires support and maintenance to be provided for the period of the 36 month contract for both existing hardware that is taken over by the successful bidder as well as for newly leased hardware.
- 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 the 36 month period.
- The City requires that at the end of the contract, 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 any of 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 following are some of the reasons for the ongoing use of this technology and the expected benefits.

- 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)

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 cameras,
 - 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 HiKCentral and the ANPR platform
 - A demonstration of the ANPR functionality of the system, both from a mobile fixed camera, a static fixed camera and an in-vehicle 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

- The successful bidder is required to migrate all the data and digital evidence to the City of Cape Town storage or another appropriate digital evidence management system at the end of the contract. This migration would be for the bidders account.
- 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.
- 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 F13.E – Returnable Documents.
- The reference number must be used for each line item response.

Software Specifications

1	Overarching Solution	Mandatory (M) / Optional (O) (To be completed by the City)
1.1	System Architecture	
1.1.1	The tenderer must describe and illustrate the overall proposed architecture of the different solution components including: - HikCentral Backoffice - ANPR Solution - HikCentral Client Machines - Docking stations for BWCs - BWCs - In-Vehicle Camera deployments and In-Vehicle tablets - Static and Fixed ANPR Cameras	M
1.2	System Security	
1.2.1	The security of the solution must be detailed.	M
1.2.2	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
1.2.3	The security protocols related to the mobile devices must be described by the tenderer.	M
1.3	Connectivity	
1.3	There are multiple connectivity components required for the solution to function adequately. The tenderer to describe their proposal in detail per item below:	
1.3.1	BWC Docking stations installed at separate base locations across CCT	M
1.3.2	BWCs utilised in the field – connectivity for tracking and real time video streaming.	M
1.3.3	IVCs – for tracking, video streaming and to provide tablet connectivity	M
1.3.4	Operator PCs / Laptop – to connect to the HikCentral Client and IRIS Tenderer to explain what options exist for the end user machines to connect to the hosted solution in terms of networks, VPNs and the like.	M
1.3.5	Static Fixed Cameras (SFCs) – to stream ANPR Hits back from the sites	M
1.3.6	Portable Fixed Cameras (PFCs) – to stream ANPR hits back and to provide tablet connectivity.	M
1.4	Storage	
1.4.1	The proposed solution must include the storage of the digital evidence collected on an ongoing basis, billed monthly per gigabyte as per the pricing schedule. Tenderer to explain the storage proposal.	M

2	HikCentral Professional Digital Evidence Management, Video Management and Device Management	Mandatory (M) / Optional (O) (To be completed by the City)
2.1	System Architecture	
2.1.1	The tenderer must describe how the proposed hosting of the HikCentral Software will take place and provide architecture diagrams and explanations	M
2.1.2	The tenderer must describe in detail how it would replicate the currently deployed instance on HikCentral Professional from the current Service Provider and how this will be achieved in 1 month from date of award . This to include all configuration, user	M

	accounts and data migration of selected existing digital evidence.	
2.2	System Version	
2.2.1	The tenderer must confirm that they are authorised to resell / implement the current version of HikCentral that has been developed for the CCT. As of the date of publication of this tender, this version is V2.4.1.202403121531_DZP20240102220	M
2.3	System Enhancements	
2.3.1	Tenderer to describe their proposed approach to constantly enhancing the system, in conjunction with the OEM	M
2.4	System and Utilisation reporting	
2.4.1	The solution must include detailed reporting on how the system is performing and how each device is performing. Tenderer to explain how the system reporting will be achieved and how new reports will be developed in conjunction with the OSM.	M
2.4.2	Full audit trail reporting of the actions taken by field officers and system users must be tracked and available to appropriate users.	M
2.4.3	It is critical that the solution supports the adoption of the technology and as such the following reports must be provided: • Utilisation of each piece of hardware (both existing hardware and newly leased assets) • Activity by each user in the system in terms of their use of hardware, evidence generated, time spent on Tenderer to explain how this reporting will be achieved and how new reports will be developed in conjunction with the OSM.	M

3	ANPR Software Platform	Mandatory (M) / Optional (O) (To be completed by the City)
3.1	System Architecture	
3.1.1	The tenderer must describe how the proposed hosting of the ANPR Software will take place and provide architecture diagrams and explanations. The solution must be accessible via URL and not require a thick client software installation.	M
3.1.2	The tenderer must describe in detail how it would take over the data and configuration of the currently deployed ANPR solution to provide the same level of functionality as the current solution within 1 month of date of award.	M
3.2	VOSI Database Integrations	
3.2.1	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
3.2.2	The lists (and Database) must be able to be amended should additional fields become required in the future.	M
3.2.3	The solution must allow other ANPR systems to update lists	M
3.2.4	The solution must allow other ANPR systems to consume and respond to 'hits' off other systems	M
3.2.5	The following systems must be integrated with, at a minimum: - The City's Summons and Warrants database, as supplied by the City's current Roadside Enforcement tender provider. - SAPS Circulation Stolen Vehicle Database - eNaTIS The above must be achieved within the 1 month timeframe post contract start date.	M
3.3	User Interface	
3.3.1	The solution must have a user-friendly, intuitive interface that requires minimal training.	M
3.3.2	The solution must be browser based and able to be easily deployed to existing and future Android tablets dedicated to this project.	M
3.3.3	Additional to the above, the UI for the different roles must be viewable in a user-friendly and efficient format via desktop browser based URLs.	M
3.4	User Roles, Authorisations, Security & Audit Trail	
3.4.1	User Roles - The following roles must exist within the system and must have configurable access and functionality: • Administrator • Supervisor • Control Room Operator • Driver / Officer	M
3.4.2	Security – The system must maintain a high level of security at all times given the sensitive nature of information held within it. The following minimum security measures must be in place: Standard Username and password authentication Force password reset on first login Account lockout after 5 failed attempts Complex passwords required	M
3.4.3	The solution must have a robust audit trail that keeps records of all logins and login attempts to the system, as well as all actions undertaken on the system such as NATIS queries or ANPR requests for data.	M
3.4.4	The system must manage users and devices (Vehicles / cameras) against an organisational structure that is currently used by the CCT and matches that which will be configured in HikCentral. This should include Departments and Units	
3.5	System Functionality	
	Manage ANPR Lists	

3.5.1	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.	M
3.5.2	The priority of the different VOSI Databaise Lists must be able to be configured by the CCT users	M
3.5.3	The solution must allow for 'lists' to be managed and updated in various manners, especially allowing for additional lists to be imported in varous formats such as but not limited to excel, csv, xml, and or text files.	M
3.5.4	Additional external VOSI Databases must be able to be integrated with the proposed ANPR solution so that VOSI data can be kept up to date in near real time – bidder to provide information on how this will be possible.	M
3.5.5	The proposed solution must provide functionality to alert users, both at a centralised user level as well as mobile field officer / driver 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.	M
3.5.6	The system must offer functionality that relates to the management of the Cloned Number Plate List	M
3.5.7	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.	M
3.5.8	Additional fields such as "Reason" for VOSI entry and "Instructions" must be able to be added to the relevant VOSI Databases and displayed when a VOSI hit occurs to Field Officers and Control Room staff.	M
Manage ANPR Hits		
3.5.9	The alerting of hits generated by comparison of a number plate against a VOSI list should utilise visual and audio prompts to alert users of the hits.	M
3.5.10	The CCT would like the system to be able to use text to speech or similar functionality to provide drivers with relevant information about an alert, such as the alert type, registration number and make/model/colour on vehicle.	O
3.5.11	Each hit must include the following information, at a minimum: - Date / Time - Location (including GPS coordinates and a map) - Source of hit (vehicle and camera or static/portable ANPR camera) - VOSI Database and details of VOSI entries - Visuals from Camera (of Number Plate and of scene where vehicle was captured)	M
3.5.12	The mobile (driver) user must be able to provide feedback on each hit that is presented to them. This should include configurable feedback options such as "Plate misread", "Warrant Issued", "Released on Warning", "Other" with free text reason.	
3.5.13	Alerts to be shared to provide ease of use, ease of processing and ease of sharing with other systems or other users	M
3.5.14	A solution must be provided whereby hits are consolidated and can be shown geo-spatially and temporal – ie: Registration of Interest can be tracked and mapped and its behaviour analysed	M
3.5.15	Sharing of ANPR data should be enabled within a framework of roles, authorisations and permissions	M
3.5.16	An offline mode strategy should be provided by the tenderer to ensure the camera lists are as current as possible within reason.	M
3.5.17	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	M
3.5.18	The solution must store all reads of number plates, regardless of whether it generated a hit or not, for a configurable time period, determined by the CCT.	M
3.5.19	Access to other third party sites that are currently utilised by the City must be possible for the field officers via the tablet. Currently this includes the City's contravention backend solution	M

3.6	System Reporting	
3.6.1	Tenderer to explain how the system reporting will be achieved and how new reports will be developed in conjunction with the OSM/system changes. The following reports must be included as mandatory: • Reads per time period and per organisational structure • Hits per time period and per organisational structure • System Utilisation (including logins to the system by field and other users) • Actions taken per hit per time period and per organisational structure Reports must be presented graphically in a user friendly interface to the users and must be based on the different roles and authorisations. Reports should also be downloadable in different formats, at a minimum in an excel format.	M

4	Body Worn Cameras (BWC)	Mandatory (M) / Optional (O) (To be completed by the City)
4.1	BWCs	
4.1.1	▪ The proposed solution must support the existing procured BWCs (Hikvision Model Hikvision DS-MH2311C as long as they are viable and working	M
4.1.2	▪ These current devices and any future procured BWCs will be required to stream live video to the command centre as required. The tenderer must explain how they will transition from the current APN Simcard provided connectivity and confirm that there will be no impact on the current functionality.	M
4.1.3	• Additional devices proposed as part of this tender must, at minimum, be the currently deployed version in use or an subsequent model with equal or greater specifications that offers the City additional features / values / efficiencies.	M
4.1.4	• The proposed Body Worn Cameras must offer the same or better specifications and functionality than the currently deployed BWCs	M
4.1.5	• The BWCs must be able to be configured to alert the user/wearer that the live video stream from the BWC is being accessed by a third party – i.e. a control room user on HikCentral. This should be an audio and visual alert.	M
4.1.6	• Should alternate types of BWCs be proposed, these may be added to the Optional pricing section of the Pricing Schedule. • These may include the follow types of BWCs that must work with the HikVision / HikCentral solution: ○ Helmet Camera ○ Nameplate Camera	O
4.2	BWC Docking Stations	
4.2.1	• The proposed solution must cater for the existing Docking Stations (Hikvision Model Hikvision DS-MDS003) as well docking stations for additional BWCs (if these are proposed). Should the solution include additional types of Body Worn Cameras and Docking Stations, these should all work seamlessly together.	M
4.2.2	• Existing docking stations must be migrated to the new instance of the solution. These docking stations are currently connected via standalone non-CCT routers with fixed LTE data contracts or via the City's MAN Network to the current solution's data centre. The tenderer to describe how this will be achieved seamlessly to minimise impact on operations. Tenderer to outline a clear project plan for this step	M

5	In-Vehicle Cameras (IVCs)	Mandatory (M) / Optional (O) (To be completed by the City)
5.1	Installation	
5.1.1	The tenderer must confirm that they will be able to install at least 2 Vehicles per day with a complete IVC kit (base + 2 visual and 2 ANPR cameras) as per the below specifications. Tenderer to explain their plan for achieving this with reference to the responsibility of the CCT vs the responsibility of the tenderer. Mobile Overview Camera Hikvision DS-2XM6222G	M
5.1.2	The CCT has multiple vehicle types that will require IVCs to be installed into, including, but not limited to: • Sedans • Hatchbacks • Minibusses • Double Cab Bakkies Tenderer to confirm and explain how their installation will cater for each of these different vehicle types.	M
5.1.3	The tenderer must confirm that their installation will not affect the warranty of the vehicles. Tenderer to provide details of their experience working with different vehicle OEMs in this regard.	M
5.1.4	The installation of the camera system into the vehicles must be achieved without negatively affecting the existing vehicle systems in any way. Guarantees of this must be provided by the tenderer.	M
5.1.5	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
5.1.6	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
5.1.7	The installation of the User interface device (i.e. proposed optional tablet) must be done in such a way as to minimise any risk to the officers in the vehicle and to ensure that it is placed in such a way to be easily accessed whilst also not distracting the driver. Tenderer to outline their approach to the above.	M
5.1.8	The proposed solution should be similar to the current solution installed in CCT vehicles in order to simplify training and maintenance of the solutions. Tenderer to confirm.	M
5.2	In-Vehicle Camera Functionality	
5.2.1	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
5.2.2	The above trigger process must be able to automatically clip out a configurable section of video consisting of footage before and after the trigger and upload this automatically from the IVC to the DEMS using the most appropriate data channel (WiFi if available within a certain time frame or via the IVC's mobile data).	M
5.2.3	In line with the above, the tenderer to explain how the following activations could be achieved: - 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
5.2.4	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	M

	in real-time and for an offline mode.	
5.2.5	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
5.2.6	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
5.3	In-Vehicle ANPR Functionality	
5.3.1	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. The proposed hardware must offer the same, or better, specifications and functionality as the hardware used in the currently deployed solution, i.e.: Mobile ANPR Camera Hikvision AE-VC583I	M
5.3.2	The solution must store all reads of number plates, regardless of whether it generated a hit or not.	M
5.3.3	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 and manage duplicate hits as far as possible.	M
5.3.4	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
5.3.5	The hardware and software solution must ensure that all number plates can be read during daylight or night time, to the same accuracy (i.e. 95%)	M
5.4	In-Vehicle User Interface Device	
5.4.1	Each in-vehicle installation must link to the management solution and create access through a user interface device and mobile software that allows a user to interact with the solution and the information available. Tenderer to describe this.	M
5.4.2	The in-vehicle cameras must have the functionality for the officer to trigger a 'query' on a particular number plate so that the system will immediately do a 'check' on the vehicle against all available VOSI lists, and return any relevant information to the officer.	M
5.4.3	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 and provide any other data linked to the alert such as "Reason" or "Instructions".	M
5.5	In-Vehicle Printer	
5.5.1	The bidder must propose a robust, field-suitable Bluetooth or Wifi Printer that can be leased by the City on a monthly basis and that meets the below specifications. This printer will be primarily used for the printing of Warrants and Summons associated with licence plate ANPR hits. The printing will be initiated by the in-vehicle user-interface device (Android Tablet).	M
5.5.2	The printer must be provided in a rugged case to protect the printer and to store a ream of A4 paper and all associated charging cables.	M
5.5.3	The monthly lease fee must include all replacement printer cartridges as required for the operational use of the printer. The CCT will provide the replacement paper as required.	M
5.5.4	The printer must be able to print A4 pages in full colour or Black and White.	M
5.5.5	The printer must be able to be charged in the vehicle via USB or similar and via 220V mains charging.	M
5.5.6	The printer battery life must be sufficient for at least 6 hours. Bidder to explain how this will be achieved through auto-off and similar functions.	M
5.5.7	The printer must be configured upon lease to a specific IVC installation and must automatically connect to the Bluetooth or Wifi of the IVC when it is turned on.	M

6	Portable ANPR Camera's	Mandatory (M) / Optional (O) (To be completed by the City)
6.1	Existing Portable Camera's with ANPR capability	
6.1.1	The CCT currently has 20 Portable ANPR cameras in operational use. These must all be taken over and configured for use in the new system. Bidder to explain how this will occur.	M
6.1.2	The solution currently includes simcards per Portable Camera set up that are used to provide a WiFi connection to the user interface device (Android tablet). Bidder to explain the ANPR software will be utilised on these existing hardware components.	M

7	Fixed ANPR Camera's	Mandatory (M) / Optional (O) (To be completed by the City)
5.1	Fixed Camera's with ANPR Capability	
7.1.1	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
7.1.2	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
7.1.3	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
7.1.4	Static Fixed cameras must have provisions made to be protected appropriately, especially wrt to vandalism and or other threats.	M
7.1.5	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
7.1.6	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
7.1.7	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
7.1.8	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
7.1.9	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
7.1.10	The proposed solution must be able to integrate with other existing Fixed Site ANPR Cameras that exist within the City or with external parties in order to read plates and alerts on hits within the proposed system.	M
7.2	User interface in central location to manage the outputs of the Fixed ANPR Camera	
7.2.1	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
7.2.2	Centrally located operators must be able to activate and deactivate static fixed site cameras remotely if necessary	M

8	General Hardware Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
8.1	Specifications:	
8.1.1	All camera equipment, cables, leads and power supply units must be damp and dust-proof. This must be IP 67 at a minimum.	M
8.1.2	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
8.1.3	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
8.1.4	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
8.1.5	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)
	Specifications:	
8.2	The following general ANPR requirements must be delivered by the tenderer for all the components of the solution	
8.2.1	Number plate recognition must function equally well, irrespective of conditions, for example daylight, dusk, darkness at night.	M
8.2.2	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
8.2.3	The ANPR system must be capable of reading and interpreting the fonts used on all nationally officially accepted number plates.	M
8.2.4	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 and is visible to the naked eye).	M
8.2.5	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
8.2.6	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
8.2.7	The solution must utilise the captured overview data to identify possible 'Cloned Number Plate' events and to alert users accordingly	M

8.2.8	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
8.2.9	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
8.2.10	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
8.2.11	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
8.3	General Video / Digital Evidence Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.3	The following general Video / Digital Evidence requirements must be complied with by the tenderer	
	Specifications:	
8.3.1	The tenderer must confirm that the format of all evidence in the solution is compatible with industry standard video analytics platforms	M
8.4	Communication / Connectivity Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.4	The following Communication / Connectivity requirements must be complied with by the tenderer	
	Specifications:	
8.4.1	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
8.4.2	Notwithstanding the above, the tenderer must ensure that the devices proposed are able to transmit data via the following technologies:	M
8.4.3	LTE	M
8.4.4	City Broadband Network	M
8.4.5	Public Wifi Network	M
8.4.6	The tenderer can detail potential savings / options in the proposal for the City should the tenderer be given access to City Data Networks.	O

8.5	Data Storage Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.5	The following Data Storage requirements must be complied with by the tenderer	
	Specifications:	
8.5.1	• VMS Server	
8.5.1.1	○ Allow for automatic upload, categorisation and storage of raw footage from DEMS-integrated devices (IVC and BWCs)	M
8.5.1.2	○ Allow for manual upload of raw footage from other solutions, as well as providing an appropriate UI to allow for the correct categorisation do such footage	M
8.5.1.3	○ OPTIONAL: Allow for electronic integration and upload of raw footage from other VMS/RMS in the eco-system	O
8.5.1.4	○ Include the total costs of the data storage for each device based on an off-site hosted solution .	M
8.5.1.5	○ Provide cost saving options should the City provide access to existing storage	O
8.5.2	• ANPR Server	
8.5.2.1	○ Store and categorise ANPR Data from the DEMS Project	M
8.5.2.2	○ Allow for integration to other ANPR systems to store relevant permissible data	M
8.6	System Interfaces / Integration Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.6	The following System Interfaces / Integration requirements must be complied with by the tenderer	
	Specifications:	
8.6.1	• Video and VMS Data Integrations	
	○ To be integrated	
8.6.1.1	▪ CCTV Evidence	M
8.6.1.2	▪ EPIC Evidence	M
8.6.1.3	▪ Information, Surveillance, Reconnaissance (ISR – Manned Aircraft)Evidence	O
8.6.1.4	▪ Remotely Piloted Aircraft Systems (RPAS) Evidence	O
8.6.2	• ANPR and Natis related Integrations	M
8.6.3	• EPIC and EPIC Geo-Spatial Functionality	O
8.7	Training and Skills Development Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.7	The following Training and Skills Development requirements must be complied with by the tenderer	

	Specifications:	
8.7.1	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
8.7.2	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
8.8	Support Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.8	The following Support requirements must be complied with by the tenderer	
	Specifications:	
8.8.1.1	The tenderer must propose how the solution would be supported from a software perspective	M
8.8.1.2	The tenderer must propose how the solution would be supported from a hardware perspective.	M
8.8.1.3	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
8.8.1.4	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
8.8.1.5	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
8.8.1.6	New versions and software updates/improvements must be included in the service and maintenance agreement.	M
8.8.1.7	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
8.8.1.8	The Tenderer/bidder shall describe a method for remote control of the system and for maintaining a log of all activities	M
8.8.1.9	In cases where remedying of faults requires a physical presence, this must be agreed with the Client.	M
8.9	Continuity Requirements	Mandatory (M) / Optional (O) (To be completed by the City)

	Description	
8.9	The following Continuity requirements must be complied with by the tenderer	
	Specifications:	
8.9.1	It is a requirement that the proposal from the tenderer allows for the following continuity measures:	
8.9.1.1	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
8.9.1.3	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
8.10	Delivery and Implementation Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	
8.10	The following Delivery and Implementation requirements must be complied with by the tenderer	
	Specifications:	
8.10.1	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
8.10.2	A detailed installation project plan is required detailing the rate at which camera installations can be done	M
8.10.3	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
8.10.4	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
8.10.5	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
8.10.6	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
8.11	General Requirements	Mandatory (M) / Optional (O) (To be completed by the City)
	Description	

8.11	The following General requirements must be complied with by the tenderer	
	Specifications:	
8.11.1	Legislation	
	- Ensure Compliance with POPIA Legislation	M
8.11.2	Registrations	
8.11.2.1	- Ensure appropriate organisation registrations with required professional bodies	
	- PSIRA	M
8.11.2.2	- Ensure all equipment is registered with the appropriate bodies governing this environment such as :	
	- ICASA	M

The software or hardware provided through this tender must meet these two functional requirements

1. Authentication and Authorisation Management (Identity Life Cycle)
2. Network Accessible Programmatic Interface – API

AUTHENTICATION AND AUTHORISATION MANAGEMENT (IDENTITY LIFE CYCLE)

Software or hardware must be capable of integrating:

- with an OAuth 2.0 compliant authentication and authorisation identity provider.

NETWORK ACCESSIBLE PROGRAMMATIC INTERFACE - API

The bidder must:

- make data available via a network accessible programmatic interface that is conformant to:

Context	Protocols	Serialisation/Data Formats
either REST, SOAP or GraphQL (October 2021)	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455) COAP (IETF Datatracker - RFC7252)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2)

- additionally, depending on the nature of what is being procured (Scenario/Context), make the data available via a network accessible programmatic interface that is conformant to at least one of the open standard protocols, in the below table.

Scenario/Context	Protocols	Serialisation/Data Formats
File Transfer	FTP (IETF Datatracker RFC959)	OpenDocument (v1.3)
Database connections	ODBC protocol JDBC protocol	
email	POP3 (IETF Datatracker - RFC1939) SMTP (IETF Datatracker - RFC5321) IMAP (IETF Datatracker - RFC3501)	
Message Queue Pub-Sub	Kafka Protocol AMQP (AMQP - 1.0, 0-9-1) ZMQ (RFC.ZeroMQ - 23/ZMQ) MQTT (OASIS - Version 5)	

- include the network accessible programmatic interface and service as part of the software and or hardware procured, with no additional cost incurred by the CCT.

- provide API documentation. The documentation must completely describe the API's functionality and cover:
 - guides, tutorials, examples and use cases
 - encouraged – capturing the API specification in a formal specification languages, such as the OpenAPI standards (<https://www.openapis.org/>)

Ownership of all underlying/resultant data

The data remains the property of the City of Cape Town and that the CCT should not incur additional costs for accessing the underlying data.

In addition, the tenderer must read and respond to this tender with reference to the Annexure – IT Architecture Tender Version 8_240722.

Should there be any items listed in this annexure that the Bidder will not be able to meet/comply with or will provide the same level of service in a different way, this must be clearly explained.

Contract Performance Criteria.

Service Assurance (SA) refers to a set of processes and procedures put in place geared towards ensuring optimal operation of network components (the security infrastructure in this case) which will ensure that the defined Service-Level Agreements/Requirements (SLA/R) are adhered to.

Service Assurance standby work is required 24-hours of every day including public holidays for the duration of the tender to ensure the system uptime is maintained.

The service provider must supply a service delivery manager who will be a point of escalation and service management.

DEFINITIONS

"Business Day" means a day which is not a Saturday, Sunday or South African public holiday

"Business Hours" means 08:00 to 17:00 on a Business Day

"Calendar Day" means the period of time that begins at 00.00.00 and ends 23:59:59 on any given day in a given month

"Calendar Month" means the period of time that begins at 00.00.00 on the first Calendar Day of any given month and shall consist of the number of Calendar Days in such month, ending at 23:59:59 on the last Calendar Day of the same month;

"Change Management" means a formal process used to ensure that all additions, configuration changes and decommissions that may affect network performance are handled so as to ensure that the potential negative impact of every change is minimised, and that network availability and performance are unaffected

"City" means the City of Cape Town, a metropolitan municipality as contemplated in section 1 of the Local Government Municipal Structures Act 117 of 1998;

"City Sites" means the physical buildings or other facilities occupied by the City, that are physically connect to the Municipal Broadband Infrastructure and thereby part of the Metro Area Network

"Critical Incident" means an Incident resulting in the unavailability of service at one or more Sites

"Telecoms Operating Centre" (TOC) means City of Cape Town Network Operating Center that monitors and responds to the telecommunications network incidents 24/7/365

"Emergency Repairs" means the urgent repair of Infrastructure that are either damaged or not operating optimally, sufficient so as to restore service as quickly as possible after an event that results in the unavailability of a Service

"Incident" means any unplanned interruption or reduction in quality of a Network Service;

"Incident Management" means problem resolution processes and procedures by which normal operational service is restored as quickly as possible as determined by the city following a Critical Incident, with the minimum disruption to business operations, so that the highest possible levels of service availability and quality are maintained

"Maintenance Window" means a period of time when the City may carry out Routine Maintenance

"Time to Repair" (TTR) The time taken to Restore an Incident from the time it was reported/handed over by the TOC to the time when the incident was closed

"Time to Respond" (TTr) The time taken to respond to and take action in an effort to resolve the reported Incident by the TOC.

"Routine Maintenance" means preventative and corrective maintenance work undertaken on a planned basis on the Telecommunications Security Infrastructure, so as to maintain its optimal performance;

"Resolution" (or "Resolve") means the delivery of a Service Request or service restoration after an Incident;

"Resolver Group" means the company, work team or similar resource, to whom an Incident alert is sent;

"Restore Time" means the elapsed period of time between detection of an Incident and the point in time when normal service is restored;

"Service Availability" amount of time that the service is available.

"Performance Level Requirements" ('PLR') means the minimum standard of service to be provided by the tenderer in terms of its obligations to this tender.

"Service Request" means either (1) a formal Request for Service made by the City for a service to be provided. or any Request for Service or Incident notification logged by the City's TOC

"Network Equipment" means the network security infrastructure.

"Service Availability" means a period of time in a Calendar Month during which a service that is provided is fully functional and able to provide required services to the user

$$\text{Hardware Availability} = \left(\frac{\text{Number of minutes in a Calendar Month when a hardware device is not functional}}{\text{Number of minutes in a Calendar Month}} \right) \times \frac{100}{1}$$

$$\text{Service Availability} = \left(\frac{\text{Number of minutes in a Calendar Month when a Service is not available}}{\text{Number of minutes in a Calendar Month}} \right) \times \frac{100}{1}$$

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	Level 1	30 mins	4 Hours	90%	Monthly report on response times	4 Weeks after resolution	10%

	until resolved. On-call procedures activated, vendor 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

Expected service availability metrics

SERVICE	METRIC
Monthly Hardware availability target	≥ 99.9%
Monthly Software availability target	≥ 99.9%
Monthly Service Report	On or before the 7 th business day of the Month
Weekly Project Meetings (less at the discretion of the CCT Team)	Once per week at a mutually agreed upon time

TRADE NAMES OR PROPRIETARY PRODUCTS

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

EMPLOYMENT OF SECURITY PERSONNEL

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

FORMS FOR CONTRACT ADMINISTRATION

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

- a) Monthly Project Labour Report (described below)

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

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

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

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.5.14 On no less than 30 days written notice and on a date indicated therein by the Purchaser, must ensure that all intellectual property and data, evidence, configuration information, and other relevant system information required to operate, maintain and / or utilise the goods be handed over to the Purchaser, or any Third Party authorised by the Purchaser, irrespective of any ongoing disputes that may arise through

the execution of the Contract.

3.6 The Purchaser shall:

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

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

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

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

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

in the agreement;

- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

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

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

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

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

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

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for six (6) months from date of the services delivered.

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

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

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

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

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

17. Prices

Add the following after clause 17.1

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be as per the SLA Section under Technical Specifications.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:
- 23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events,

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the

Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

Not applicable

C.7 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 as far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

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

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

8. Inspections, tests and analyses

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker’s Warranty

Broker Logo

Letterhead of supplier’s Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION: *The Support and Expansion of the City’s current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution*

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier’s Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	
--------------------------------------	--

Year	Month

Sheet		
1	of	

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

0 0 R -

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

Not applicable

Annexure D - Pro Forma Advance Payment Guarantee

Not applicable

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment
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Not Applicable

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

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

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

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

(i) For the past three years, or

(ii) Since the date of establishment of the tenderer (if established during the past three years)

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

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

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

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

2.2 If YES, provide particulars:

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

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

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

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

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

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

If YES, furnish particulars below

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

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

Date

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

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

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number:

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

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

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

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

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

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

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
 3.15.1 If yes, furnish particulars: _____
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
 3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

Signature _____

Print name: _____

Date _____

On behalf of the tenderer (duly authorised)

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 F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

Date

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

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

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

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

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

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

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

 Date

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

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **74S/2024/25** and tender description: **The Support and Expansion of the City's current Body Worn Camera, In-Vehicle Camera, Digital Evidence Management and ANPR solution** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

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

 Date

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

execution of a contract.)

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

 Date

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

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

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

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

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

 Date

Schedule F.13: Information to Be Provided With the Tender

The following information shall be provided with the Tender:

1. [The various technical details and data required by the Technical Data Sheets and information required in the Returnable Schedules.
2. Drawings and Samples
3. Drawings and samples that may be required to be furnished by it and the drawings and samples shall be duly marked so as to connect them with the tender to the satisfaction of the CCT. Particulars of the drawings to be furnished with the tender are given in the Specification and the Schedules.
4. If the tender is accepted, the drawings shall be re-submitted for approval and after being approved will form part of the contract.
5. The Schedule of Type Tests completed.
6. Maintenance manual of equipment offered.
7. Quality assurance plan.
8. 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.

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.

- 8.1 Schedule F13A – Experience
- 8.2 Schedule F13B – Project Delivery
- 8.3 Schedule F13C – Project Implementation
- 8.4 Schedule F13D – Project Team Resources
- 8.5 Schedule F13E – Response to Technical Specifications

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

 Date

Schedule F.13A: 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)
2024 – 2023		
2023 – 2022		
2022 – 2021		
2021 – 2020		
2020 – 2019		
2019 – 2018		
Prior to 2018		

.....
Signature:

.....
Date

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

Schedule F.13B: 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: _____

.....
Signature:

.....
Date

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

Schedule F.13C: Project Implementation

Project Implementation - Duration in months, post the award of the tender, required to take over from the existing vendor and fully implement and operationalise the solution according to specifications: _____ Month

Tenderer to provide their project plan to substantiate the number of months proposed for this step.

.....
Signature:

.....
Date

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

Schedule F.13D: Project Team Resources

List the the number of resources that are dedicated to this line of business_____

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 F.13E: Response to Technical Specifications

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	• 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>		

Schedule F.14: Appeal Application

annexure 'B'

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

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

NAME/COMPANY NAME:

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

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

NAME/COMPANY NAME:

AMOUNT:

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

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000
www.capetown.gov.za


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