



CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT

FOR

**DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND
MAINTENANCE OF A CUSTOMISED, FULLY MANAGEABLE AND
INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF
CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPETOWN METROPOLITAN MUNICIPALITY

And

TMT SERVICES AND SUPPLIES (PTY) LTD

CONTRACT NO. 124S/2024/25

PREAMBLE

WHEREAS Tender 124S/2024/25 was awarded to TMT SERVICES AND SUPPLIES (PTY) LTD (Main Service Provider), in line with resolution SCMB 111/03/25 dated 31 March 2025 for the Design, Supply, Delivery, Implementation And Maintenance Of A Customised, Fully Manageable And Integrated Cash Receipting System For The City Of Cape Town, for the contract period from 01 December 2025 until 30 June 2032.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of National Treasury - General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("GCC"), read with the Contract Specific Data ("SCC") annexed hereto marked "PART 2: SPECIAL CONDITIONS OF CONTRACT".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

1.1. **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 **Director: Revenue** duly authorised hereto;

1.2. **TMT Services and Supplies (PTY) LTD (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration no: _____, with its principal place of business situated at _____ (the "**Supplier**"), herein represented by its duly authorised representative, _____ in his capacity as **Director**;

Hereinafter, each a "Party" and together the "Parties"

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC, SCCs and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the terms and conditions of the SCC;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, any other documents incorporated by reference.

2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to provide and/or perform the Services for the Purchaser **from date 01 December 2025**.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall terminate on **30 June 2032**.

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE PURCHASER

- 5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the specifications (**C5: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the supply and/or rendering of Goods and/or Services.
- 5.3.

6. OBLIGATIONS OF THE SUPPLIER

- 6.1. The Supplier hereby agrees and undertakes to supply and/or perform the Services to the Purchaser as set out in specifications (**PART 4: SPECIFICATIONS**).
- 6.2. The Supplier will supply and/or perform the Goods and/or Services as expeditiously as possible and furthermore agrees and undertakes to supply and/or perform the Goods and/or Services in accordance with the operational requirements of the Purchaser.
- 6.3. The Supplier will ensure that the Goods and/or Services will be of a satisfactory quality and fit for purpose.
- 6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Goods and/or Services
- 6.5. The Supplier will not conduct any activity of whatsoever nature, which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 5: PRICING SCHEDULE**".
The Supplier shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

CONTRACTOR DETAILS

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	TMT Services and Supplies (Pty) Ltd
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	
Physical address (Chosen Domicilium Citandi Et Executandi)	
Contact details of the person duly authorised to represent the tenderer	
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?	
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	
Questionnaire to Bidding Foreign Suppliers	
Other Required registration numbers	

PART 1- AGREEMENT

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 1245/2024/25

**DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY
MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN**

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

The tenderer, identified in the offer signature table below,

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

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

PART 1 : AGREEMENTS

TENDER NO. 124S/2024/25 - DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN

ACCEPTANCE (TO BE FILLED IN BY THE CITY)

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

The terms of the contract are contained in:

Clause 1 to 7, and the sub-clauses, cited in pages 1 to 3 above;

Part 1: Agreements and contract data (which includes this framework agreement)

Part 2: Special Conditions to Contract

Part 3: General Conditions of Contract

Part 4: Pricing Schedule

Part 5: Specifications

Part 6: Occupational Health and Safety Agreement

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

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

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

Unless indicated otherwise in the Deviation schedule, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Purchaser	Supplier
Business Name	CITY OF CAPE TOWN	TMT SERVICES AND SUPPLIES (PTY) LTD
Business Registration	Not applicable	
Tax number (VAT)		
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town 8000	
Accepted contract sum including tax	As per Pricing Schedule	
Accepted contract duration	From 01 December 2025 until 30 June 2032	
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date	18 November 2025	13 November 2025
Signed: Location	CAPE TOWN	Cape Town
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (Continued)

TENDER NO. 124S/2024/25- DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

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

1 Subject. **Contract Commencement date: 01 December 2025.**
.....

Details. This Contract will be for the period of 01 December 2025 until 30 June 2032 . . .
.....
.....
.....
.....

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

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

PART 2: SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

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

3. General Obligations

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

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

available to it as described in the SCM Policy.

3.5 The supplier shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 The purchaser shall:

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

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

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

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

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

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

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

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

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

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

5.7 Confidentiality

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

7. Performance Security

Delete clause 7.1 and replace with the following:

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

- 7.1.1 For the Guarantee Sum equal to **R 2 100 000** being 7% percent of the Contract price or such other applicable amount.

- 7.1.2 The Performance Security/Guarantee furnished shall be issued by an Approved Financial Institution listed in the Pro Forma Performance Security/Guarantee as at 28 February 2023 (being institutions approved for issue of contract guarantees by the Purchaser).

Delete clause 7.3 and replace with the following:

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

Delete clause 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose

for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

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

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

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

15. Warranty

Add to Clause 15.2:

15.2 Not Applicable

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

- 17.2 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable: **Not Applicable**

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be:

Description of Penalty	Penalty
1. The first recorded non-compliance with the Response Times as prescribed in the tender specification. Refer to Annexure A and Annexure B, respectively of the tender specifications.	R2500.00
2. The second recorded non-compliance with the Response Times as prescribed in the tender specification. Refer to Annexure A and Annexure B, respectively of the tender specifications.	R3500.00
3. The third and thereafter recorded non-compliance with the Response Times as prescribed in the tender specification. Refer to Annexure A and Annexure B, respectively of the tender specifications.	R5000.00
4. The recorded non-compliance with the time frame to supply the requested hardware. Refer to Point 5.1c) of the tender specifications.	R2500.00

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person whose identity shall be agreed to between the Parties within fourteen (14) days, failing which the referring party will be entitled to approach the Chairperson of the Cape Bar for a recommendation of a mediator experienced in the subject matter of the dispute, to act as the mediator. Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
 - a) personal injury or loss of life to any individual;
 - b) loss of or damage to property;arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.
- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the City of Cape Town is :

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Protection of Personal Information

36.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

36.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its Supplier s or other authorised individuals comes into contact in relation to the service level agreement.

36.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

36.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.

36.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-Supplier s') non-compliance with applicable data protection laws and/or other legislation.

36.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

37. Performance Monitoring

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

PART 3: GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size ~~and~~

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such

similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical,

and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

PART 4: SPECIFICATIONS

C.5 SPECIFICATION(S)

1. ABBREVIATIONS/DEFINITIONS

- 1.1 "A Office" means a regional head office of the CCT.
- 1.2 "Cash office" means a site where POS unit/s are deployed.
- 1.3 "CCT" means the City of Cape Town – a Metropolitan Municipality Constituted in terms of the Local Government: Municipal Structures Act, 1988, read with the Province of the Western Cape: Provincial Notice 479/2000 dated 22 September 2000.
- 1.4 "CCT POS Solution" means the cash receipting system (HARDWARE & SOFTWARE) customised for the CCT, inclusive of approximately 168 Units (Front-end office) and the Back-end office system, if applicable.
- 1.5 "CDV" means Check Digit Validation, an account number validation rule as prescribed in the tender specification.
- 1.6 "Change in office hours" means any office that has to change its standard working hours and these hours fall outside the hours stipulated in Annexure C, of the specifications, then those hours become the standard working hours and the Service Provider must adhere to these new hours as the STANDARD WORKING HOURS.
- 1.7 "Contravention notice" means, but not limited to, Traffic or a By-Law fine generated by the Contravention System(s), which the customer may present for payment.
- 1.8 "Contravention System(s)" means the CCT's Traffic and By-Law Contravention System(s) which generates the contravention notices.
- 1.9 "GL & PROFIT CENTRE Receipting" means a remittance which a customer may present for payment issued by relevant CCT department to effect payment of a service.
- 1.10 "Informal trading receipting" means purchasing of a permit for trading which needs to be processed for payment.
- 1.11 "Key Personnel" means the staff of the service provider who must render the service and who MUST be available in Cape Town.
- 1.12 "Municipal account" means, but not limited to, the City's Rates & Services Account, which a customer may present for payment.
- 1.13 "POS Solution" means a system used for receipting purposes.
- 1.14 "POS Unit" means a Point of Sale Unit consisting of, but not limited to, the Hardware items listed in the Pricing Schedule under Point **SUPPLY OF HARDWARE**
- 1.15 "Purchase Order" means a notification from the CCT to the Service provider requesting the supply of hardware or the development of software.
- 1.16 "Service Provider" means the contractor to whom this tender is awarded.
- 1.17 "REST" means Representational State Transfer. REST architecture streamlines communication between web components.
- 1.18 "RESTful API" means an application program interface (API) that uses HTTPS requests to GET, PUT, POST and DELETE data.
- 1.19 "WSDL, or Web Service Description Language" means an XML based definition language. It's used for describing the functionality of a SOAP based web service.
- 1.20 "SAP Process Orchestration (PO)" is a tool that makes it easy to synchronize data between different systems to automate and optimize business processes.
- 1.21 "Standard working hours" means the hours as tabulated in Annexure C of the specifications.

1.22 "TCP/IP" means Transmission Control Protocol/Internet Protocol.

1.23 **POS Offline Functionality** means when the POS is up and running but there is a loss of network connectivity to the backend. The POS should therefore continue to transact until the network connectivity to the backend is restored.

1.24 **FUTURE TECHNOLOGY** means the technologies which aim to improve speed, security, and convenience in handling transactions. Some key areas of innovation can include (but not limited to): e.g. Artificial Intelligence (AI): AI-powered cash receipting systems can predict patterns, automate reconciliations, detect fraud, and provide real-time insights into financial data. This can lead to faster and more accurate processing. Mobile Payment Integration and hardware technologies, etc.

1.25 **Ticket Of Value(TOV)** means the purchase of solid waste weighbridge coupons payments at cash offices.

1.26 **Regression Testing** is a type of testing in the software development cycle that runs after every change to ensure that the change introduces no unintended breaks.

2 INTRODUCTION

The City of Cape Town wants to provision an integrated Cash Receipting Solution to be deployed to approximately 110 sites where approximately 168 Point Of Sale (POS) Units are operational. Please note that the number of sites and POS units may change to more or less at the start and during the contract period.

The solution should be inclusive of a front-end and back-end (Hardware and Software).

The CCT is seeking an established, reputable distributed systems solution provider to design, supply, implement, maintain and support the POS Solution.

3 SCOPE

The scope (to be applied at the CCT's discretion) includes but is not restricted to:

- a) The supply of a software front-end and back-end solution that is designed and configured to meet the CCT's business requirements.
- b) The supply of cash office POS hardware that meets the CCT's business requirements
- c) The implementation, configuration and deployment of the software solution to a standard that meets the CCT's business requirements.
- d) The post implementation maintenance and support of the software and hardware solution.
- e) The provision of an incident and service management system
- f) The provision of continuous operational support during business hours (onsite and remote support). The operational hours will be negotiated by the CCT at the inception of the contract and during the life of the contract.
- g) Post implementation software customisation for new business requirements and functionality
- h) To provide the resources in support of the software development life cycle
- i) Tenderer to provide new POS hardware/ technology including software improvements as it may become relevant and available in the market in the future as advised by the tenderer or at the request of the CCT and to be considered and consumed at the discretion of the City of Cape Town.
- j) The provision of POS offline functionality

- k) Ensuring new hardware compatibility (e.g. driver software integration, etc) with the POS Software will be for the account of the vendor.
- l) The provision of initial and continuous user training
- m) Provision of artefacts such as documentation relating to functional specifications for current and future customisations; root cause analysis reports; change requests, deployment plans; hosting requirements; architectural documentation user acceptance testing etc. which are required to be signed off by CCT.
- n) Provision and maintenance of an online user help guide

4. FUNCTIONAL REQUIREMENTS

4.1. SOFTWARE REQUIREMENTS

The software must meet industry best practises, as listed below (but not limited to):

- 4.1.1. Ensure that software versioning is kept up-to-date, back and front ends. (i.e. version of software must be displayed to user on the front end interface)
- 4.1.2. Ensure that a deployment plan is recorded and kept up-to-date indicating release notes and what will be included in each version of the software being released (i.e. what functionality or changes are included in each version/release of the software, whether it be deployed to QA or PROD)
- 4.1.3. A deployment report of any changes should be easily accessible via a front-end report by the City appointed super user(s).
- 4.1.4. All user activities (action – modification, create, soft delete etc.) must be recorded in an audit log which must be easily accessible via a front-end report by the City appointed application super user(s).
- 4.1.5. All application errors must be recorded in an error log which can be easily accessible via a front-end report by the City appointed application super user(s) and referred to by the service provider support team(s).
- 4.1.6. The front end software must be compatible with Windows 11 OS and Office 365 and the browser used by the CCT
- 4.1.7. The OS image for POS terminal will be provided by the City of Cape Town
- 4.1.8. The vendor must provide all dependant software (non-Microsoft) related to the proper functioning of their solution and where applicable must provide all related licenses, **at their cost.**
- 4.1.9. The POS solution must support network printing
- 4.1.10. The vendor must conclude all testing of the front-end solution.
- 4.1.11. Software transmission must be encrypted between components of the solution in order to protect sensitive information
- 4.1.12. Any configuration between the front end software and the POS hardware must facilitate user access control (e.g. user should not be able to change any settings on POS hardware peripherals, etc)
- 4.1.13. The tenderer's attention is drawn to the following requirements that facilitates the payment of CCT consolidated utility bills at CCT Cash Offices as well as the processing of incoming external payment gateway files i.e from PayAt, EasyPay, etc:

- The CCT consolidated utility bills contains a barcode in support of payments at cash office using barcode scanners, barcode structure detailed below. Please note that there will be no integration with SAP which generates the consolidated utility bill to validate the account number or amount. The above must be complied with unless stated otherwise by the CCT. This requirement might change to support new/upgraded business requirements.
- 4.1.14. The provision of POS offline functionality
- Operationally, the solution must provide the facility to securely retrieve offline data (data not transmitted to the backend but stored on the POS) for further automated processing by the solution. This will also require reporting to ensure proper control over the handling of the data for reconciliation and audit purposes.
- 4.1.15. The solution must facilitate the processing of third party payment gateway (PayAt, EasyPay, etc) files which is then required to be processed into an output format for processing by SAP (batch and/or real-time), output file format stipulated below.
- 4.1.16. The solution must facilitate the transmission of all transactions recorded as payment as a payment file interface to SAP in batch and/or real time.
- 4.1.17. The system must cater for supplementary receipting i.e back-dating of receipts as and when required
- 4.1.18. The Service Provider shall guarantee that the software (core updates or customised) is free of any:
- defects, errors and viruses.
 - Ensure that the POS server software (core and supporting components) is in compliance with all the latest approved server operating system and database software security patch/fix updates as well as version upgrades.
 - Ensure that the solution desktop software including supporting components (POS user UI) is in compliance with all the latest approved desktop operating system security patch/fix updates as well as version upgrades. This is inclusive of any dependence on other Microsoft products in use by the CCT ie latest MS Office, Web Browser etc.
- 4.1.19. The service provider needs to facilitate the testing of all updates of their software, inclusive of regression testing as defined in the SDLC
- 4.1.20. Single sign on via the UI is preferred using Microsoft Active Directory and if applicable, be responsive to any other user access control measures such as multifactor authentication (MFA)
- 4.1.21. If software is incomplete in meeting the business requirements, the **Service Provider** shall remediate at no additional cost to the CCT
- 4.1.22. The vendor will ensure that server software installation and configuration (including database software) is in compliance with any CCT Standard Operation Procedures (SOPs) or industry best practices etc. that is applicable. Any subsequent corrections to deviations or new/amended applicable SOPs or industry best practices will be at the vendors cost.
- 4.1.23. **Software: New Requirements**

During the tenure of this contract the CCT may require additional functionality (customization if not a feature of the core application) on the CCT POS System and will require the **Service Provider** to perform the necessary change as per the following process:

- (i) The CCT will advise the **Service Provider** of the required business requirements.
- (ii) The **Service Provider** will provide the CCT with a quote for the cost of the upgrade. The cost of the analysis, development, testing, documentation and deployment (SDLC) of the new requirements as per the contract pricing schedule.
- (iii) Once the the CCT has approved the functional specifications drafted by the service provider and have agreed on the cost and the time frames, the CCT will issue a purchase order to the **Service Provider** to proceed with the development.

4.2. HARDWARE REQUIREMENTS

- 4.2.1. Supply, delivery and installation of Point of Sale (POS) Cash Office Hardware as listed in the pricing schedule (C4) (**Reputable known brands only**);
- 4.2.2. The vendor must provide a minimum of a 3 year warranty for the POS hardware
- 4.2.3. All new hardware (POS Terminal) replacements must use a CCT approved OS image and is required to be tested by the vendor.
- 4.2.4. The vendor will be responsible for all device drivers applicable to the solution and the updating thereof.
- 4.2.5. The vendor must provide site fitting and installation e.g. cash drawers, at the sites, etc
- 4.2.6. **Supply and delivery of Hardware:**
 - (i) The supply and delivery of hardware items as per the Price Schedule
 - (ii) The CCT will issue a Purchase Order for the procurement of hardware.
 - (iii) Only upon receiving a Purchase Order from the CCT shall the Service Provider procure the relevant hardware item/s as listed in the tender document or its latest equivalent.
 - (iv) The Service Provider shall deliver the procured hardware item/s **within 2 to 4 weeks** upon receipt of the of the CCT's Purchase Order.
 - (v) Upon installation at the cash site, the service provider must complete and submit the checklist to confirm the POS unit with all its peripherals are functional and that it is connecting to the backend and that an authorised CCT official can logon. The process to be concluded with a sign-off from an authorised CCT official.
 - (vi) All assets must be asset tagged with a CCT tag
- 4.2.7. **Printers**

Your solution must be able to accommodate the following printing requirements:

 - (i) Network Printing
 - (ii) Local Dual Functional (Thermal/Ink) Printing – For receipting, and deposit slip

printing etc.

- (iii) Provision must be made for water marked soft copies (secure PDF) to be stored in archive, the naming convention of the soft copy receipts and reports to be advised. The access must be restricted to authorised CCT officials.
- (iv) All printing activities must be logged in the audit trail.
- (v) Duplicate copies must be made available to customers
- (vi) It will be required to print certificates/deposit slips using the A5 dual function of the printers. The specifications will be advised.
- (vii) Receipt printing requirements is not restricted to the above and will be advised

Note: Inclusive of all related consumables for local printers purchased through this tender i.e. printing ink, etc.

4.2.8. POS Installation:

During the tenure of this contract the CCT may require the **Service Provider** to install, remove and/or swap out hardware from its sites. The cost for this will be for the **Service Provider**.

4.2.9. Resonse times:

The **Service Provider** shall attend to the hardware repairs and maintenance within the response times as stipulated in the table below:

Hardware Component	Initial Response	On-Site Response	Off-Site Response
CPU	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part
Printer	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part
Biometrics	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part
Monitor	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part
Bar code Scanner	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part
Key board & Mouse	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part
Cash Drawer	Within 1 hour of logging call	Within 2 hours of logging call with replacement part or rectified	Within 24 hours of logging call – fixed/new replacement part

Table 1: Hardware support: Response Times

4.2.10. Contact outside of standard working hours

- i. The **Service Provider** must be contactable via telephone, cellular phones, instant message platforms or e-mail outside the Standard Working Hours and all costs related to this shall be the responsibility of the **Service Provider**.
- ii. It will be required for the **Service Provider** to provide support such as deployment of new software versions or patches etc. after hours.
- iii. Note: The business hours in the table below when considering the deployment of software, updates, patches, fixes, etc. Activities around the business hours can be negotiated but will be at the discretion of the CCT. The below hours can change as demanded by the CCT business requirements.

4.2.11. List of current CCT sites (Number of POS Units in brackets)

Note: This information may change as and when required during the contract period, the successful bidder will be informed accordingly.

NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Strand (5)	Cnr Main and Fagan Roads (Prepaid)	(021) 850 4007	Mon to Fri 08h00 to 15h30
Somerset West (3)	Somerset West Town Hall, c/o Main Road and Church Street	(021) 444 4802	Monday to Friday 8h:00 until 15h:00
Macassar (1)	Bind Avenue (Prepaid)	(021) 444 4088	Mon to Fri 08h15 to 13h00 – 13h30 to 15h30
Lwandle (1)	Cnr Vulindlela & Noxobo Street (Prepaid)	(021) 400 6991	Mon to Fri 08h15 to 12h30 13h00 to 15h30
Somerset Municipal Court (1)	Somerset West Town Hall, c/o Main Road and Church Street	(021) 444 6938	Monday to Friday 08h:00 until 15h:00
Strand Municipal Court (1)	Cnr Main and Fagan Roads	(021) 850 4100	Monday to Friday 8h:00 until 15h:00
Strand Swimming Pool (1)	Beach Road, Strand	(021) 444 2660	Tuesday to Sunday 07h30 until 18h00
Brackenfell (4)	Cnr of Paradys & Old Paarl Road	(021) 980 1297	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h30 (first and last Sat. of the month)
Kuilsriver (3)	Van Riebeeck Road	(021) 900 1546	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h30 (first and last Sat. of the month)
Kraaifontein (2)	Brighton Road	(021) 980 6118	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h30 (first and last Sat. of the month)
Melton Rose (HEO) (2)	Cnr of Ganna & Koolaan Road	(021) 444 0758	Mon to Fri 08h00 to 13h00 13h30 to 15h00
Brackenfell Traffic (1)	c/o Kruispad & Reservoir	(021) 980 1205	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h00 (every second Sat)

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NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Kuilsriver Traffic (1)	Fabriek Street	(021) 815 3402	Mon to Fri 08h00 to 15h30 Sat 08h00 to 12h00
Blue Downs Municipal Court (1)	Eersrif rd Blue Downs	(021) 909 5862	Mon to Fri 07h45 to 13h00 13h45 to 15h00
Blue Downs Pool (1)	Hindle Rd Blue Downs	(021) 909 5174 (021) 417 4908	Mon to Sun 09h00 to 17h00
Fezeka (2)	Cnr NY 1 & Lansdowne Road	(021) 444 5442	Mon to Fri 08h30 to 13h00 13h30 to 15h00 Sat 08h00 to 11h30
Lentegeur (2)	Civic Centre Merrydale Road	(021) 444 8798	Mon to Fri 08h30 to 15h30 Sat 08h30 to 11h00
Nyanga (1)	New Eisleben Road	(021) 444 1118	Mon, Wed and Fri 08h30 to 13h00 13h30 to 15h30
Westridge (2)	Civic Centre Westpoort Road	(021) 400 3761	Mon to Fri 08h30 to 15h30 Sat 08h30 to 11h00
Rocklands (2)	Civic Centre Park Avenue	(021) 400 6147	Mon to Fri 08h30 to 15h30
Mitchells Plain Lentegeur Municipal Court (1)	Civic Centre Merrydale Rd.	(021) 400 7562	Mon to Fri 08h00 to 13h00 13h45 to 15h00
Manenberg (3)	Human Settlement Building – Cnr Wye Street and Vygiekraal	(021) 4174865/66	Mon to Fri 08h00 to 15h45
Promenade Mall (2)	AZ Berman Road, Mitchells Plain	(021) 3774160	Mon to Fri 08h30 to 16h00 Saturdays 09h00 to 12h30 Sun 09h00 to 12h30
Westridge Pool (1)	Silversands Avenue, Westridge, Mitchell's Plain	(021) 391 9118	Mon to Sun 10:00 to 17:00
Plumstead (5)	3 Victoria Road	(021) 444 2951/36/42	Mon to Fri 07h30 to 15h30, Sat 07h30 to 11h30
Fish Hoek (2)	Civic Centre Recreation Road	(021) 400 6706	Mon to Fri 08h00 to 15h30.
Hillstar Traffic (1)	Plantation Road, Ottery	(021) 444 0846	Mon to Fri 08h00 to 15:30 Sat 08h00 to 12h30
Wynberg Municipal Court (2)	Church Street, Wynberg	(021) 444 68620	Mon to Fri 08:00 to 13:00 13h45 to 15h00
Muizenberg Pool (1)	Atlantic Road, Muizenberg	(021)709 6070	Seasonal Sun to Sun 10:00 – 17:00
Wynberg Pool (1)	Rosmead Ave, Wynberg	(021)7970747	Seasonal Sun to Sun 10:00 – 17:00
Strandfontein (1)	Cnr Church & Dennegeur Laan	(021) 393 4092/3/7	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h00
Soetwater Resort (1)	Kommetjie Road, Kommetjie	(021) 444 6770	Seasonal Sun to Sun 08h00 to 17h00
Zandvlei Resort (1)	The Row, Zandvlei	(021) 444 6949	Sun to Sun
Grassy Park (HEO) (2)	Cnr Linda & Olga Road	(021) 706 1833	Mon to Fri 07h30 to 14h30
Ocean View (HEO) (2)	Carina Way	(021) 783 8050	Mon to Fri 07h30 to 14h00
Retreat (2)	78 Craddock Road	(021) 701 1294	Mon to Fri 07h30 to 12h30

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NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
			13h00 to 15h00
Retreat Swimming Pool (1)	Craddock Road	(021) 701 1513	Sun to Sun 10h00 to 17h00
Grassy Park (1)	West Street Busy Corner	(021) 706 2327	Every Wed 08h00 to 15h00
Fish Hoek Traffic (1)	Civic Centre Recreation Road	(021) 400 7124	Mon to Fri 08h00 to 15h30, Sat 08h00 to 12h30
New Ottery Traffic (1)	c/o New Ottery & Old Strandfontein Road	(021) 444 5536	Mon to Fri 08:00 to 15:30 Sat 08:00 to 12:30
Simon's Town Court (1)	St Georges Street	(021) 786 5705	Mon to Fri 08h00 to 15h00
Site B Khayelitsha (1)	Cnr Bonga & Sulani Road	(021) 400 5553	Mon to Fri 08h00 to 16h00
Stocks & Stocks (3)	Ntlakohlaza Road Khayelitsha	(021) 360 1257	Mon to Fri 08h00 to 16h00 Sat 08h00 to 12h00 (Open 1 st & last Sat of the month)
Resource Centre (1)	Cnr Spine & Makabeni Road Khayelitsha	(021) 444 9239	Mon to Fri 08h00 to 16h00
Khayelitsha Municipal Court (1)	Cnr Steve Biko & Walter Sisulu Drive	(021) 361 1269	Mon to Fri 08h00 to 15h00
Lingulethu West DLC (1)	Cnr Spine & Makabeni Road Khayelitsha	(021) 444 7133	Mon to Fri 08h00 to 15h30 Sat 08h00 to 12h00
Belville (4)	Civic Centre Voortrekker Road	(021) 444 3016	Mon to Fri 08h00 to 16h00
Belville South (2)	Community Centre Kasselsvlei Road	(021) 958 2440	Mon to Fri 08h00 to 16h00
Delft (1)	Cnr Delft & Voorbrug Road	(021) 400 3571	Mon to Fri 08h00 to 16h00
Goodwood (2)	Civic Centre Voortrekker Road	(021) 444 4847	Mon to Fri 08h00 to 16h00
Parow (2)	Civic Centre Voortrekker Road	(021) 444 8089	Mon to Fri 08h00 to 16h00
Durbanville (2)	Civic Centre Oxford Street	(021) 444 0779	Mon to Fri 08h00 to 16h00
Bonteheuwel (2)	Kiaat Street	(021) 444 7652	Mon to Fri 08h00 to 16h00
Ravensmead (HEO) (1)	Edgar Bullock Street	(021) 444 0020	Mon to Fri 08h00 to 15h00
Huguenot Housing (HEO) (2)	Cnr Alabama & Huguenot Way	(021) 444 0020	Mon to Fri 08h00 to 16h00
Adriaanse (HEO) (1)	Adriaanse & Seboa Street Elsie's River	(021) 444 2717	Mon to Fri 08h00 to 15h30
Reed Street Traffic (1)	Reed Street, Belville	(021) 444 8268	08h00 - 15h30
Belrail Traffic (1)	Belrail Road, Belville	(021) 940 0241	08h00 - 15h30
Durbanville Traffic (1)	De Villiers Ave, Durbanville	(021) 444 7085	08h00 - 16h00
Parow Court Traffic (2)	Beacon Street Parow	(021) 444 1851	08h00 - 15h00
Parow Traffic (4) including Road Block	Beacon Street Parow	(021) 444 1843 (021) 444 4379	08h00 - 15h30 Sat 08h00 - 12h30 06h00 - 24h00 Sat 08h00 - 16h00 Sun 08h00 - 16h00
Goodwood Traffic (1)	Hugo Street Goodwood	(021) 444 7872	08h00 - 15h30
Parow Court (1)	Beacon Street Parow	(021) 444 1851	07h45 - 16h00

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NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Goodwood Municipal Court (1)	Hugo Street Goodwood	(021) 4447363	08h00 – 15h00
Cape Town (6)	Civic Centre Foreshore	(021) 400 3875	Mon to Fri 07h30 to 15h45 Sat 07h30 to 11h30
Athlone (2)	Protea Road Athlone	(021) 444 7799	Mon to Fri 08h30 to 15h30 Sat 08h30 to 11h00
Claremont (1)	Civic Centre Main Road	(021) 671 3352	Mon to Fri 08h00 to 15h30
Langa (1)	Lerotoli Road	(021) 444 4164	Mon to Fri 08h30 to 15h30
Pinelands (1)	St Stephens Road	(021) 444 0413	Mon; Wed & Fri 08h30 to 15h30
Ledger House (1)	Aden Ave, Athlone	(021) 684 4376	Mon to Fri 07h30 to 15h30
Heideveld (HEO) (2)	167 Heideveld Ave	(021) 637 1230/1	Mon to Fri 07h30 to 15h00
Media City (1)	BMW Building, Foreshore	(021) 4006572	Mon to Fri 08h00 to 14h30
Cape Town Court (2)	Strand Concourse Cnr of Strand and Adderley Street Cape Town	(021) 400 2183	Mon to Fri 07h45 to 15h00
Cape Town Traffic (6)	Gallows Hill, Green Point	(021) 444 3301 /3812	Mon to Fri 08h00 to 15h30 Sat 08h00 to 12h00
Newlands Pool (1)	Cnr main rd and sanzui road Newlands	(021) 6744197	Mon to Sun 10.00 to 17.00
Sea Point Pool (1)	Lower Beach Road Sea Point	(021) 4343341	Mon to Sun 10.00 to 19.00
Long Street Pool (1)	Long Street Cape Town	(021) 422 0100	Mon to Sun 10.00 to 17.00
Trafalgar Pool (1)	Searle Street, Woodstock, Cape Town	(021) 4615060	Mon to Sun 10.00 to 17.00
Athlone Pool (1)	Hickory Rd, Athlone	(021) 444 5843	Mon to Sun 10.00 to 17.00
Cape Town Stadium (1)	Fritz Sonnenberg, Green Point	(021) 417 0133	Tues to Sat 09h00 to 14h00
Milnerton (3)	Pienaar Street Milnerton	(021) 444 8064	Mon to Fri 08h00 to 16h00
Table Bay Mall (4)	R27 & Berkshire Rd	(021) 4174105	Mon to Fri 08h30 to 16h00 Sat & Sun 09h00 to 12h30 Public holidays: Closed
Witzands Aquifer (1)	Dassenberg Drive, Atlantis	(021) 400 6300	08h00 to 15h30
Westfleur (2)	Westfleur Circle Atlantis	(021) 573 7122	Mon to Fri 08h00 to 16h00 Sat 08h00 to 12h00 (1 st & last Sat of the month)
Atlantis Court (1)	c/o Genwyn Owen & Norman Murray streets, Atlantis	(021) 573 7086	Mon to Fri 08h00 to 16.30
Milnerton Traffic (2)	William Penn Drive	(021) 400 6933	Mon to Fri 08h00 to 15h30 Sat: 08h00 to 12h30
MVR (2)	2 nd Floor Civic Centre	(021) 400 4900	Mon to Fri 07h30 to 15h30 Sat 08h30 to 11h30
Training Centre (6)	BMW Building, Foreshore	(021) 4006562	07h30 to 16h00

NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Testing Centre (1)	Cape Town Civic Centre	(021) 4009562	07h30 to 16h00

Table 2: POS Cash Offices

5. GENERAL FUNCTIONAL REQUIREMENTS

- 5.1 Vendor to supply the CCT with their server technical hosting requirements (CPU, Memory, Disk space, etc) hosting their backend software
- 5.2 The vendor will be required to be onsite to do the initial implementation of their solution on the on-premises servers
- 5.3 The Back End solution must be hosted in the CCT data centres
- 5.4 The Back End Solution must preferably be compatible with the latest Windows Server (OS) and SQL Server (database) software
- 5.5 The vendor must perform the installation and maintenance of their solution (software) on the servers (Production, Disaster Recovery (DR) and QA) ensuring that the Production and Disaster Recovery Environments are on the same version of the software at all times.
- 5.6 The vendor will manage and support a minimum of an annual DR Test i.e. failover of the active production to the standby DR and back. This will include failovers when maintenance is done in the respective data centres. This requirement is irrespective of a supporting POS offline feature (front end) being available and timing will be at the discretion of the CCT
- 5.7 A server hardware specification must be provided in order to support the hosting of the software solution (server hardware will be procured by the City via an existing contract). Future server hardware upgrades and software migration will be inclusive of your maintenance and support role.
- 5.8 The solution must provide a secure user access management function (preferably AD Authentication)
- 5.9 The solution must provide for Industry Best Practices in terms of POS Cash Management
- 5.10 This tender calls for the supply of the CCT POS System. **Note: If the solution is developed from scratch for the CCT, the IP will become the property of the CCT.** Copy of the source code must be provided/available to the City as per its versioning. Documentation deliverables at implementation must include: system architecture, requirements, functional specification, database diagrams, development environment setup, testing plans and change history - documentation must be maintained and updated with all subsequent changes and submitted to the City on a timely basis. The development environment, frameworks and tools used to build the application must be current and kept current and the licencing for the development tools upon request.

6. INTEGRATION REQUIREMENTS

The following requirements relate to the integration of your solution with 3rd party systems (internal and/or external) to validate transactions processed at the POS as well as to process incoming payment files for further processing into the required format for transmission. Further details around this will be discussed in the planning phase of the implementation of your solution:

- a. The solution must be able to integrate (send and receive) with all required 3rd Party Applications/Systems (Internal and External) to validate related transactions eg Contravention Systems: SFTP, SAP, etc
- b. Informal Traders (SAP) - integration required for validation and registration of payments
- c. City Contraventions (i.e. traffic fine payments – Helios System) - integration required for validation and registration of payments
- d. City Contraventions (i.e. By-Law fine payments - SAP) - integration required for validation and registration of payments

- e. Processing of incoming 3rd party payment files via FTPS server alternatively as required (i.e from Easypay and Pay At, etc) – the incoming 3rd files will need to be processed and formatted as output files to SAP [current or to any other future system(s)].
- f. All transactions (both 3rd party and POS transactions) to be sent to the City's current and future ERP system(s) in the relevant format (see annexure provided).
- g. The solution must be able to integrate with future developments around SAP S/4HANA
- h. Must be able to integrate with SAP ECC6 (current SAP version)
- i. The above must be accommodated via an automated process however in the event of this process failing a manual process must be accommodated to allow a CCT official to upload files via the system's UI (User Interface). Example, incoming file from PayAt must be able to be uploaded via an automated and manual process. The integrity and auditability of this process must be available for audit purposes.
- j. The solution must accommodate future integration in line with the CCT future business requirements.

7. MAINTENANCE AND SUPPORT

7.1 Maintenance and Support (General)

- a. The vendor must maintain their software (front and back end) i.e general updates, patches, fixes etc, preferably using a deployment tool that can be audited (highly recommended). This will be done after hours (week days or weekends)
- b. The service provider will facilitate customized changes to the solution/system to cater for new functional enhancements/payment transactions as required and approved by the City of Cape Town following an SDLC process (including the relevant supporting documentation)
- c. The service provider will provide services such as business analyses/advisory etc in support of solution/system new functional enhancements/payment transactions/integration following an SDLC process
- d. The service provider must provide a support service (on-premises and remotely) to all users
- e. The vendor must provide first line support via a dedicated call center service.
- f. The vendor must pro-actively monitor their solution (exposure to the cloud or internet is not recommended for this service – approval will be at the discretion of the City)
- g. The **Service Provider** shall provide its staff requiring access to the CCT sites with a valid identification. Failure to do so will result in the CCT denying them access to the site.
- h. The replacement of all warranted components of your POS hardware must be new (all details of the swap must be detailed) and will become the property of the CCT.
- i. The **Service Provider** shall provide the CCT with monthly written reports containing details of the services provided at the CCT's sites, by the 10th of the month.
- j. The **Service Provider** shall maintain **FIVE** full back-up units, at its own cost, on its premises, which will be used as swap-outs for any unit failure that cannot immediately be repaired in the field. This will ensure that downtime is kept to a minimum.

7.2 Maintenance and Support (Operational)

- a. The vendor must provide an operational maintenance and support service (onsite or remote team as agreed by the CCT) during cash site working hours (weekdays and weekends) or as per CCT operational requirements, supported by CCT IS&T operational staff. The number of working hours to be negotiated.
- b. The operational maintenance and support will cover the vendor POS solution/system front end and backend (hardware and software) supported by CCT IS&T operational staff. The service shall be provided through continuous monitoring and any necessary actions to ensure a high level of system uptime. All operational activities must be clearly managed by the vendor (logs and records must be kept) with proper communication and oversight with the CCT.
- c. POS users must be able to log calls for their problematic POS machines. Process to be planned and defined with CCT.

- d. The **Service Provider** shall provide its staff requiring access to the CCT sites with a valid identification. Failure to do so will result in the CCT denying them access to the site
- e. The **Service Provider** shall provide the CCT with monthly written reports containing details of the services provided at the CCT's sites, by the 10th of the month.
- f. The CCT to be consulted and advised on changes to the maintenance support staff of the vendor and must be able to prove that staff have been vetted at skills level and criminal checks.
- g. The **Service Provider** shall service (pro-active maintenance) the POS Unit printers at the CCT sites, at least once a year.
- h. The vendor will be responsible for managing their CCT approved staffs access to all server environments and the reporting of this to CCT for oversight. Roles and Access will be reviewed on a regular basis and recorded for audit purposes. The CCT reserves the right to terminate user access.
- i. Response times:
- The **Service Provider** shall perform the following turnaround times in support of the operational up-time of the solution:

Service Provider shall service (pro-active maintenance

	Software Component	Initial Response in acknowledging the problem	On-Site Response in repairing the problem	Off-Site Response in repairing the problem
1	Core Application s/w upgrades (New Versions)	On Request	On Request	On Request
2	Core Application s/w Errors and bug Fixes during operational hours (limited outage at cash offices).	Within 10 minutes of logging call	Respond within 1 hour of logging call find a solution/fix	Rectified within 16 hours
3	Core Application s/w Errors and bug Fixes during operational hours (major outage at cash offices).	Within 5 minutes of logging call	Respond within 1 hour of logging call find a solution/fix	Rectified within 15 hours
4	Database/File Errors	Within 15 minutes of logging call	Respond within 2 hours of logging call and find a solution	Rectified within 24 hours

Table 3: POS Cash Offices

7. TRAINING REQUIREMENTS

- The service provider will provide initial training for all categories of users of their solution
- The service provider will provide training for all categories of users of their solution post implementation on an as required basis for new staff, refresher training, new feature training, etc.
- The service provider will provide detailed training material

9. REPORTING REQUIREMENTS

- a. The solution must provide for detailed Reporting (default and custom)
- b. The solution must provide detailed Audit Reporting of ALL front end and back end user activities (view, create, modify/update and soft delete, etc)
- c. A soft copy of all reports generated by the system must be automatically archived in an approved format and location
- d. All new reports requested must be inclusive of general maintenance and support cost

10. FUTURE TECHNOLOGY REQUIREMENTS

Tenderer to provide new POS hardware/ technology including software improvements as it may become relevant and available from the market in future at the request and discretion of the City of Cape Town.

11. ARCHIVING REQUIREMENTS

Data needs to be archived in a manner and format that easily supports the extraction of such data in a manner that will allow for business to deal with customer queries post the conclusion of this contract.

12. SPECIFICATION COMPLIANCE

Your Solution is required to comply to the following:

Function

Simple to operate and navigate

Description

The POS system has to operate on environment software that is User friendly and has a complete GUI interface. Fully Menu and /or Function-Key driven.

Function

Rapid response time - from payment to issuing of receipt

Description

Provide rapid turn around from the time a payment is presented to the time a receipt is issued (sub 2 second response).

Function

Maintain continuous operation during network. Offline functionality

Description

It is of vital importance that the system maintains continuous operation even during network and/or back-end failure (server).

Function

Provide rapid and complete recovery

Description

The system must be able to recover from system failure to the last transaction performed. The system must also provide adequate back-up facilities and enforce a sound back-up strategy.

Function

All modes of payment to be made from the same terminal.

Description

All modes of payment to be made from the same terminal and is therefore vital that faulty cashier workstations must be easily interchangeable.

Function

Up-gradable and expandable software.

Description

Must be able to add new modules or functions as the CCT's requirements expand, and Expand network and terminals as required as new offices are opened.

Function

Software must be readily maintainable.

Description

The system should be written in software that is readily maintainable.

Function

Operate on environment software and hardware that is well supported

Description

Technical skills must be available in-house and locally, in Cape Town.

Function General Features:

- System Log of all changes made to the system e.g. changes to parameters etc.
- Full Audit Trails available (file/hard copy) - all changes made.
- The system must accommodate a mobile LCD display unit which will enable a customer to monitor the cash receipting transaction in progress.

Function

Receipt Format

Description

Receipts must be printed on thermal paper and cut receipt/separate slip, which can be attached to the account form or remittance advice. An option to produce a duplicate copy must be available.

Function

CCT Municipal Account Number, GL & Profit Centre - Check Digit Validation (CDV) rule

Description

The above must be validated on the POS

Function

Bar Coding

Description

CCT bar code on Municipal account: The system must provide for receipting by means of Bar Code readers/optical scanners. Reading of QR Codes.

Function

Direct receipting to GL & Profit Centres. Functional buttons in the program

Description

Revenue must be receipted directly on GL & Profit Centres e.g. Electronic Tickets of Value.

Function

Receipt format: mmm/ccc/nnnnn/ttt

Description

Receipts must be numbered as follows:

mmm = Point of Sale Number (POS)

ccc = Cashier Number

nnnnn = Sequence Number incrementing by one until 99999 is reached then reverts back to one.

ttt = Transaction number range automatically allocated per receipt. Each receipt must have a transaction number.

Function

Receipt Sequence Number

Description

The sequence number must be connected to the POS number.

Function

Receipt Printing

Description (i)

Individual transaction details must be printed on receipt together with date and time, account and mode of payment e.g.:

2002/01/16 15:20 mmm/ccc/00177/001 R16.22 CASH

Description (ii)

When many accounts are paid with a single cheque then each transaction must be printed on a separate receipt e.g.:

2002/01/16 15:20 mmm/ccc/00177/001 R10.26 CHEQUE

is a separate transaction although it has the same receipt number as above.

Description (iii)

When mode of payment is made by cheque, then receipt details together with the highest transaction number and amount must be printed on back of cheque.

Description (iv)

Amount Tendered

Description (v)

Change

Description (vi)

Service Allocation

Description (vii)

Allow for message to be printed on the receipt e.g. Merry Xmas or Pay account before December etc.

Description (viii)

Audit Trails

Description (ix)

GL & Profit Centre receipting: With regard to the issuing of manual Tickets of Value, e.g. Waste Disposal Coupons/Permits, the Coupon Numbers given to a Cashier must be entered into the program, as a Method of Control. When receipted, the Numbers issued must be printed on the receipt.

Function

Types of Receipts

Description (i)

Consolidated Account - When receipting consolidated accounts the POS must provide for a breakdown to be printed of the total amount paid into different amounts for individual services.

Description (ii)

Tickets of value, e.g. Waste Disposal coupon, Access to facilities— there are different types of tickets of value

It must be possible to print these tickets at the time of sale through the POS. In respect of each ticket type the selling price of the ticket, the VAT percentage applicable and the votes to be debited and credited must be recorded in the system as part of the system setup i.e. This information is not to be input by the cashier.

Certain tickets of value have to reflect additional textual information e.g. conditions which apply to the issue of the ticket.

All of this information is loaded on C&B and received by the POS via the integration.

Description (iii)

- Manual receipts – Sites that do not have the POS System issues manual receipts (from receipt book). These receipts are taken to a site where there is a POS. The functionality on the POS must enable the receipting of the manual receipts where the following will be captured: Tender amount
- Municipal Account number or GL & Profit Centre
- Amount
- Manual Receipt number
- Date of the Manual Receipt number
- Deposit slip Identifier number
- Date of the bank stamp on the Deposit slip
- Narration

POS to produce a receipt

Description (iv)

Traffic Fine Receipts – POS program must facilitate a button for this receipting. Cashier inserts amount tendered and captures traffic fine notice number. POS must through integration with the CCT's Contravention System validate the notice number, online and in realtime. The Contravention System will provide fine amount to be paid and cashier completes transaction. POS prints the receipt

Description (v)

Building Plans Receipts – POS must interface with SAP to facilitate this type of receipting.

Description (vi)

Informal Trading Receipts - POS must interface with SAP to facilitate this type of receipting.

Description (vii)

Individual Receipts – For bulk receipting the POS must either produce one receipt or individual receipts.

Description (viii)

POS to facilitate any other Category of Receipts as and when the City requires it through upgrades

Function

Methods of Payment

Description

- The POS system must be able to distinguish between modes of payment as listed below:
- Cash
 - Cheques (cheque readers are required as an optional feature)
 - Postal Orders
 - Telegraphic Orders and Money Orders are collected from the Post Office and then treated as cash
 - Debit Cards)
 - Credit Cards
 - Deposit slip payments/Direct Banking
 - Other

Function

Receipt Codes

Description

The system must be able to maintain and add additional parameters regarding Receipt Codes Maintenance, Coinage Maintenance, Sundry / Category Maintenance, Installation parameters etc., Control & balancing on-line.

Function

Payment Types

Description

The system must be able to cater for the following payment types:

- ☐ Full Payment
- ☐ Part Payment
- ☐ Category Payments
- ☐ GL & Profit Centre Payment - Vat and None Vat able

Function

General

Description (i)

The POS system must be linked to the System Date. If a Cashier has Opened on a Specific Date, the Receipting function will accept No Other Date than the date the Cashier worked on, until the cashier has closed off. Only then will it Accept the Next Date. If a Date was closed off, it cannot be used again. System must not allow for Date Override.

Description (ii)

If a Payment is made on gl & Profit Centre Number, the Full Amount rendered must be Receipted, even if the Amount includes VAT. When the Cash Update is done, the Update Process must allocate the respective Amounts to the GL & Profit Centre Number and the VAT Number.

Description (iii)

Receipt Files must look at the Date in Total, meaning Day, Month and Year.

Function

Over Receipting

Description

Receipt will be cancelled and the cashier will issue a replacement receipt.

Function

Under Receipting

Description

An additional receipt will be issued for the difference.

Function

Cancellations/ and Error Corrections

Description

Cancellation/Void of a receipt: POS must facilitate the cancellation of a receipt. The void will be as per the receipt number and all the transactions attached to the relevant receipt. Once cancelled the POS must produce a void receipt, which will have its own receipt number. It must be possible to do cancellations during the day (and NOT as an end of day function only). Full details must appear on the Audit Trails.

Cancelled receipts: must be easily detectable when auditing and/or balancing takes place.

Error corrections: POS must facilitate the correction of a transaction attached to a receipt number.

Function

Dishonoured Cheques

Description

The POS must have a facility whereby consumers/ratepayers who regularly pay by cheque without having the necessary funds can be identified at Point of Sale so that further cheque payments by them can be refused.

The POS will receive this information from C&B.

Function

Cash substitution

Description

The POS to detect when cash has been swapped for another mode of payment.

Function

Cashier Balancing Summary

Description

At no time must Cashiers be able to obtain a balancing summary unless they have provided the POS the count of different CASH denominations on hand eg 50x2c; 62x10c; 14xR5, etc. The system must use this information for the calculation of balancing totals. Imbalances must be reported to the Cashier without displaying actual values. The number of "retries" permitted must be dictated by the system according to set-up criteria specified by C&B. Details of every attempt to balance must appear on the Audit Trails.

Function

Calculator

Description

Cashier must have access to a built-in calculator.

Function

Receipting

Description

Cashier must have the facility to record/tender total amount submitted by the customer before receipting and be advised of change given. This information must appear on the receipt and also on the audit trail.

Consumers must be able to monitor the cash receipting transactions in progress by means of an LCD display unit.

Function

Receipts Issued

Description

Receipts must be issued per Receipting POS and NOT Cashier. Each Receipting POS must have a POS Number. Receipts must be printed on a Slip Printer.

Function

Amount Field

Description

System must allow for more than 10 characters on the amount field.

Function

Deposit Slip/Cheque Listing

Description

Facility to print deposit slips/cheque listing with details as required
POS must facilitate the printing of separate deposit slips for cheque and cash transactions. Postal Orders to appear on cash deposit slip

Function

Cheque Payment

Description

Cheque payment - date to be inserted first (control for post dated/stale cheques, and ceiling amounts)

Function

Cheque Drawer Override

Description

System must allow for drawer's name to be entered, and allowed to be over-ridden.

Function

Parameter Download

Description

The POS must hold a DATA FILE with relevant information/data. Therefore the POS MUST interface with the City's Control & Balancing System for daily parameter downloads. If the network is down then the POS software must make provision for the above checks. Where the POS interface with the tenderer's Back-end system, the tenderer's Back-end system must interface with the City's Control & Balancing System.

Function

Monitor Cashier Activities

Description

Cashier activities on the POS will be monitored on C&B through POS integration with the C&B. Or on the tenderer's Back-end system, where applicable.

Function

Transaction Up-Loads

Description

Receipt transactions must be up-loaded from the POS System to the City's Control & Balancing System, online. If the network is down the POS must write the receipts to the POS, locally and automatically transfer the receipts to C&B as soon as the network has been restored. Alternatively to the tenderer's Back-end System and then onto the City's Control & Balancing System, where applicable.

Function

Cash float

Description

POS to facilitate the insertion of the cashier's cash float amount.

Function

Journal view

Description

Cashier must be able to view processed transactions

Function

End of shift/Closing Off

Description (i)

When closing off, a Cash Statement must be printed which must feature:

- Totals of Services Receipted
- Totals of Methods of Payment
- Total of Cancellations/Voids
- Total of Tickets of Value sales
- Total shortage, when applicable
- Total surplus, when applicable.

Description (ii)

After Closing Off, the POS must send the Receipt File to the City's Control & Balancing System. This must be done automatically with regard to the File Name and Date etc. To prevent incorrect Data being sent due to human error or to the tenderer's Back-end System who in turn sends it to the City's Control & Balancing System, where applicable. This must all be done via the City Network Infrastructure.

Description (iii)

A Backup facility must be in place should the Network not be available, whereby the Supervisor can Copy the Receipt File onto flash drive and take it to a POS at another office which is online and Transmit the applicable Files from there.

Function

Reports - General Information

Description (i)

It should be possible to produce all other reports, which are not produced as standard by means of a Report Generator or similar facility.
Reports should be available as screen enquires with a facility to print as and when required.

Description (ii)

System Audit Trail - This prints the details of every transaction as it is transmitted to the network file. It provides a hard-copy backup in the event of failure in transmission to the mainframe.

Description (iii)

Individual terminal audit trails for balancing purposes. This provides an audit trail by terminal/cashier. A start and end receipt number may be specified, or the entire day's receipts may be requested. Audit also require a copy of each day's trail per terminal, which may be produced centrally.

Function

Security Access / Requirements

Description

Specific levels are required e.g. auditors, system managers, supervisors, cashiers etc. The system must be flexible in that specific cash offices (suburban) one person may run the whole show. The type of security will determine the functions allocated. Maintenance facility must be provided in order to change Cashier/Supervisor info (System Administrator Facility). System must be flexible to allocate functionality at individual level.

Functions - Cashier:

- Receipting
- Cashier Balancing
- Cheque Report
- Receipt Detail Report
- Receipt Reversal
- Receipt Enquiry (incl list of receipts to view)

Functions - Supervisor:

- Balancing / Closing of Cashier (including Surplus / Shortages)
- Enquiry on Cashier Totals
- Confirmation of Reversals
- Create Receipt File for Update (Done automatically by system)
- Print Daily Exceptions (e.g. Surplus / Shortage)

User access

POS user to access system via a biometric finger reader. POS user also to access the system via a manual password

13. Municipal Account Validation

Check Digit Validation (CDV) Requirements

Receipting Validations

- a) Municipal account receipting: Validation of account number using the CDV below:

The City of Cape Town's 3rd party receiver account number, as listed on the municipal account (and imbedded in the barcode), is made up of a leading "9" (could change in future), a 4-digit receiver ID (1555) which is unique to, and identifies the City, a nine-digit Customer account number (has its own CDV as shown below for information purposes) and a CDV in the 15th character.

AN EXAMPLE OF THE MUNICIPAL NINE DIGIT ACCOUNT NUMBER: 209200641

Adding the current prefix of 91555, which could change, and the Check Digit Validation at the end makes it a 15-digit number.

CDV for municipal account number

- Given the 15-digit number drop the first and the last digits (1555209200641) and starting from the last digit and working to the first, multiply each digit in an odd number position by 2, subtracting 9 if the product is larger than 9.
- Calculate the sum of all these products, and add it to the sum of the even numbered digits in the number.
- The check digit will be the number which when added to this sum makes it a multiple 10

In this case the result is 251540900342, added = 37

Check digit will be $40 - 37 = 3$

The full municipal account number is 915552092006413

FOR INFORMATION PURPOSES

The CCT's municipal account number is imbedded in the 15-digit number and carries its own CDV as presented below.

Given a 15-digit retail number **aaaaabbbbbbbbc**

- Strip off the 5-digit prefix **aaaaa**
- Discard the 15th digit **c**
- Apply the following CDV rule to the 1st eight digits of **bbbbbbbbb** in order to determine the 9th digit:

Multiply the digit in position 1 to 8 by the weight listed below:

1st position = 3

2nd position = 2

3rd position = 1

4th position = 2

5th position = 3

6th position = 4

7th position = 5

8th position = 6

Divide the sum of the products by 9.

The remainder = the check digit (if no remainder, then check digit = 0).

Example:

Account Number: 12812368+CD

Position	Number	Weight	Product
1	1	3	3
2	2	2	4
3	8	1	8
4	1	2	2
5	2	3	6
6	3	4	12
7	6	5	30
8	8	6	48
Total			113

113 divided by 9 = 12 remainder 5

The account number is 128123685

TO NOTE: The PQS must ensure the validation of the full 15-digit number or the embedded 9 digit number at point of transaction.

- b) Contravention notice receipting: Validation of notice number online, in real time, integration with the Contravention System(s).
- c) The automated validation/mapping of manual payment transactions against Profit Centre & General Ledger Numbers for Receipting Informal trading receipting
- d) Building plans receipting

14. Incoming 3rd Party File (for contraventions)File Payment Types

- Incoming File for assisted POS (POS payments facilitated at retailers for contraventions)
- Incoming File for ecommerce (online facilitated payments for contraventions)

Payment transaction file format

The record length is fixed. Each file starts with a header record and ends with a trailer record. Between the header and trailer there are any number of transaction records, each of which is followed by a payment record and any number of tender records. Each record starts on a new line.

The header contains a file generation number which will start at 1 and be incremented by 1 for each file generated. The purpose of this number is to prevent files from being processed more than once, or out of sequence. The trailer is used to determine whether the file is complete.

Each record contains a record byte check which is the sum of the ASCII values of each of the first 64 bytes multiplied by the character position in the record. This serves to prevent modification of any one record. The record byte checks are used to detect tampering and/or transmission errors.

Negative payments should never be included in the file.

In the layout below the record type is indicated as follows:

N = numeric

X = alphanumeric

Fixed values are marked with an asterisk (*).

Where a specific justification (left-/right-) and/or padding with 0's are necessary, this is explicitly stated.

File naming convention:

Each payment transaction file should be named as follows: **POSmmm.nnn** where **mmm** is a Point of Sale number supplied by CCT, and **nnn** is a sequence number corresponding to the last 3 digits of the file generation number in the file header. This sequence number must increment by 1 per file generated and clock round at 999.

Header record (01)

This record contains the header information for Contravention notice payments.

	Type	Size	Description/Value
Record Identifier	N	2	01*
Date Processed	N	8	yyyymmdd
File Generation Number	N	6	Increment by 1 per file generated, right-justified, left padded with 0's
Identifier	X	4	1555 (This might change)
File Version Number	N	2	01*
Deposit Slip Number	N	12	Determined according to formula in Annexure E.1
Filler	X	30	blank
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Transaction Record (40)

This record indicates the collector, date, time and point of service where a transaction took place. This information can be used to trace a transaction.

	Type	Size	Description/Value
Record Identifier	N	2	40*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Collector	X	16	Any reference number
POS	X	8	Any reference number or code
Filler	X	24	blank
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (50)

This record contains data about the amount of a payment, the fee for the payment and the **Contravention Notice Number**. The number appears at the top LHS of the printed Contravention notice, but is printed with forward-slashes which must not be stored in the file. The stored Contravention Notice Number has a total length of 16 or more (no slashes included). The number must be left-padded with zeroes in the file.

Please note that although Contravention Notices are issued in Rand amounts, the payment details must be forwarded in this file in cents. All amounts in the file are in cents.

There is one payment record per transaction.

	Type	Size	Description/Value
Record Identifier	N	2	50*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes

Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Fee	N	7	fee in cents; left-padded with 0's
Record Byte Check	N	6	calculated according to the stipulated algorithm below

If there is a contempt amount. (NOTE: Only applicable for e-comm NOT assisted POS)

Payment Record (51) – this could be the contempt amount / warrant arrest payment

	Type	Size	Description/Value
Record Identifier	N	2	51*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Contempt Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

OR – BY-LAWS (assisted POS only)

Below individual payment record types -

Payment Record (52) – Liquor Impoundment

	Type	Size	Description/Value
Record Identifier	N	2	52*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (53) – Dumping Vehicle Impoundment

	Type	Size	Description/Value
Record Identifier	N	2	53*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (54) – Animal Impoundment

	Type	Size	Description/Value
Record Identifier	N	2	54*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (55) – Unlawful Occupation Materials or Unlawful Occupation Vehicle

	Type	Size	Description/Value
Record Identifier	N	2	55*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (56) – Small or Large Goods or Unauthorised Container Impoundment

	Type	Size	Description/Value
Record Identifier	N	2	56*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (57) – Cellphone Impoundment

	Type	Size	Description/Value
Record Identifier	N	2	57*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (58) – Public Transport Impoundment

	Type	Size	Description/Value
Record Identifier	N	2	58*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Payment Record (59) – Fire Section 56

	Type	Size	Description/Value
Record Identifier	N	2	59*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Fine Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

(NOTE: If the section 56 Fire reaches warrant status, this is not applicable, as it cannot be paid at assisted POS due to the disclaimers applicable)

If a Fire Section 56 has a contempt of court, include an additional record for contempt of court:

Payment Record (70) – Fire Section 56 – Contempt of Court

	Type	Size	Description/Value
Record Identifier	N	2	70*
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Ticket Notice Number	X	30	right-justified; left-padded with 13 and/or 14 zeroes
Sign	X	1	+
Contempt Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	+
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Tender Record (61 - 67)*

This record contains the amount and bank cost of a particular tender type offered for the payment, as well as other information. More than one tender type can be used for one payment, so there may be many tender records for one payment record in one transaction. Currently 7 tender types are allowed – see **Annexure B** for the list of Tender Types.

The account number is optional, and is usually only used for cheques, credit cards and other non-cash tenders. When no account number is present, the field should be zero-filled.

DEPOSITS (EFT)

- This Deposit Identifier must also appear in the file header as indicated in the file layout above.

- *Formula for Deposit Identifier:*

This is a 12 digit number, *aaaabbbcccd*, where

- the first 4 digits *aaaa* identify the office number which will be assigned to the Third Party.
- the next 3 digits *bbb* identify the POS number which will be assigned to the Third Party.
- the next 4 digits *cccc* will be variable. For each new deposit slip number generated, *cccc* must increment by 1. The initial value of *cccc* must be 0001.
- the last digit *d* will be the Check Digit, calculated according to the CDV rule below:
 - Multiply the number by 2.
 - Divide the answer by 9.
 - Remainder = check digit

Example:

Given office number 5001, POS 216 and 21 deposit slip numbers already generated.

Deposit number : 5001 216 0022 *d*

$50012160022 \times 2 = 10002432044$

$10002432044 / 9 = 111138133382$ remainder 2

Therefore the Deposit Identifier is: 5001 216 0022 2

- **RECORD BYTE CHECK ALGORITHM FOR TRAFFIC FINE PAYMENTS**

Sum of the ASCII values of each of the first 64 bytes multiplied by the character position in the record i.e.

$$\begin{array}{ccccccc} \text{Byte 1} & & \text{Byte 2} & & \dots & & \text{Byte 64} \\ (\text{ascii_val} \times 1) & + & (\text{ascii_val} \times 2) & + & \dots & + & (\text{ascii_val} \times 64) \end{array}$$

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	Type	Size	Description/Value
Record Identifier	N	2	61-67* (see Tender Types in Annexure B)
Date	N	8	yyyymmdd
Time	N	6	hhmmss
Account	N	30	right-justified; left-padded with 0's; can be all 0's
Sign	X	1	±
Amount	N	9	amount in cents; right-justified; left-padded with 0's
Sign	X	1	±
Bank Cost	N	7	bank cost in cents; right-justified; left-padded with 0's
Record Byte Check	N	6	calculated according to the stipulated algorithm below

Trailer Record (89)

This record contains check totals. It must be present for the file to be complete.

	Type	Size	Description/Value
Record Identifier	N	2	99*
Number of Payments	N	6	total no. of payments; right-justified; left-padded 0's
Sign	X	1	±
Payment Total	N	11	total payment amount; right-justified; left-padded 0's
Sign	X	1	±
Fee Total	N	11	total fee amount; right-justified; left-padded 0's
Filler	X	1	blank
Number of Tenders	N	6	total no. of tenders; right-justified; left-padded 0's
Sign	X	1	±
Tender Total	N	11	total tender amount; right-justified; left-padded 0's
Sign	X	1	±
Bank Cost Total	N	11	total of bank costs; right-justified; left-padded 0's
Filler	X	1	blank
Record Byte Check	N	6	calculated according to the stipulated algorithm below

- Negative payments should never be allowed in the Payment Transaction File.
- Only Traffic Fine/By-Law payments must feature in the above Payment Transaction File.
- Cryptographic Standard for File Transfers
 - ✓ Only SFTP and FTPS is supported
 - ✓ In addition, only TLS 1.2 is supported. All other versions are explicitly not supported.
 - ✓ FTPS (FTP over TLS) TLS V1.2 or
 - ✓ SFTP (FTP over SSH) TLS V1.2

• TENDER TYPES

• Cash	:	61
• Cheque	:	62 (Not in use)
• Credit Card	:	63
• Credit EFT	:	64
• EFT	:	65
• Other	:	66
• Round	:	67

CCT Information Technology Architecture standards

1. INTRODUCTION

The IT Architecture section serves three purposes:

Section A: of this document provides prospective vendors with technical information regarding the City's current IT environment. This subsection also provides the City's compulsory Architectural standards for the proposed solution.

Section B: allows the vendor to provide the City of Cape Town's IT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the City.

Section C: allows the vendor to provide the City of Cape Town with further requirements specific to the tender.

2. SECTION A: GENERAL ARCHITECTURAL STANDARDS

Current City of Cape Town's Information Technology Environment

Three of the largest technology decisions taken by the City of Cape Town are as follows:

- SAP for structured business processes which covers the City's back-office systems.
- Microsoft for unstructured business processes which covers the standardisation of the desktops and backend servers on Microsoft technology
- Esri for Spatial, which covers the implementation of ArcGIS Enterprise Environment desktop and backend servers.

The table below contains all CCT landscape that supports our core and unstructured business processes. The versions specified can be regarded as the lowest version listed and could be higher as newer versions are released and implemented.

Domain	Software Vendor	Current Standards (Minimum)
Operating System	Microsoft Server	MS Windows Server 2019
	SAP	IBM AIX 7.2 (minimum standard)
		SUSE Linux Enterprise Server 15 (minimum standard)
	ArcGIS	ArcGIS version 10.7.1
Database	Microsoft	MS SQL 2019
	SAP	Oracle 12.1 as the minimum standard
		SAP HANA 2.0 SP03 (minimum standard)
	ArcGIS	ArcGIS geodatabase version 10.7.1
Hardware Server Virtual Machines (Non - SAP Applications and Databases are hosted in the Virtual)	Microsoft	Microsoft Hyper -V
	SAP	IBM Power Series 8 Virtual Machine
	ArcGIS	ArcGIS version 10.7.1
Server Management	Microsoft	System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)
	SAP	SAP Solution Manager 7.2

Domain	Software Vendor	Current Standards (Minimum)
	ArcGIS	Internal facing applications and solution for version 10.7.1 EPIC ring fenced systems for version 10.7.1 External facing applications and solutions for versions 10.7.1 (minimum standard)
Security and Business Continuity	Data protection	Veritas NetBackup 9.1
	SAP	See authorisation Section below
	ArcGIS Server	ArcGIS version 10.7.1
Authorisation and Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)
	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.7.1
Portal / Web Hosting	Microsoft	Windows 2016+ Server Running IIS 8.5 as the minimum standard
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTPS Tomcat - latest secure version (eg. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard
	ArcGIS	ArcGIS Portal Version 10.7.1
Program Development	Microsoft	.NET 4.7.1 (minimum standard)
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript ArcGIS API for JavaScript 3.x/4.x ArcObjects C# SDK 10.7.1 ArcGIS Pro SDK, WCF and Web API Services, REST .NET 4.7.1 (Minimum Standard)
Middleware / Integration	Microsoft	ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST
	SAP	SAP Process Orchestration NetWeaver 7.5 (minimum standard) GEO.e – Integration of Transport assets with SAP PM and FI

Domain	Software Vendor	Current Standards (Minimum)
	ArcGIS	Esri Mediator – Integration of PVC objects with SAP LUM ArcGIS Desktop 10.7.1 AddIns ArcObjects C# SDK 10.7.1 ArcGIS Pro SDK AddIns Web API WCF GIS iSAP Portal ArcGIS API for JavaScript 3.x/4.x
Front End Services and Endpoint computing	Microsoft	Windows 10 64 bit Professional Office Professional Plus 2016 as the minimum standard (Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace) MS Edge Chromium as the minimum standard browser Exchange 2016 (Email) Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) SharePoint 2016 (minimum standard)
	SAP	SAP GUI 7.70 (minimum standard) SAP Netweaver 7.5
	ArcGIS	ArcMap 10.7.1 Suite ArcGIS Pro 2.92 (minimum standard)
Supported File transfer Protocols		Secure File Transfer Solution (SFTP), FTPS
Anti-virus software		Trend Micro Smart Protection Complete Suite as the minimum standard
Records Management	SAP	Public Sector Records Management SAP NetWeaver 7.4
Mobile field devices	Android	Android 4.4.4 operating system (minimum standard) Android 10 (and above is not supported at present)
	SAP	SAP Afaria 7 mobile management system (minimum standard) UI5 Agentry FIORI
Open Source	Operating System	Redhat Enterprise Linux (RHEL) 7.5 SUSE Linux Enterprise Server 12 SP4
	Database	MariaDB 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)

Domain	Software Vendor	Current Standards (Minimum)
	Developing kit	OpenJDK
Cybersecurity, Fixed Networks Security	Firewalls	Palo Alto
	Proxy	Citrix ADC

MINIMUM NETWORK STANDARDS

The City of Cape Town's minimum standards are defined as follows:

The City's network is spread over a wide Metropolitan Area (MAN) mainly configured to run the Multi-Protocol Label Switching (MPLS) for fast data packet switching and transmission.

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

The current minimum bandwidth for a service provider leased connection is 20-Mbps and a minimum connection for a self-provided link is 1-Gbps for WAN links.

Servers in the Datacentres are linked to a minimum of 1 Gbps of connectivity and varying to 10Gbps with Data Centre distribution @ 40Gbps and the Data Core @ 400-Gbps.

MINIMUM DESKTOP HARDWARE STANDARDS

The City of Cape Town's minimum desktop hardware specifications are defined as per the table below:

Component	Standard
Processor	Intel® Core™ i5-8500
Memory	8GB
Chip Set	Q370 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
Windows Operating System	Windows 10 Professional Edition
Hard Drive	320GB HDD
Graphics	Intel HD 4600
Memory Slots	2

MANDATORY AND COMPULSORY STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that MUST be complied with. These mandatory standards are defined as follows:

- IP protocol only on the network.
- The use of Secure Transport Layer Security (TLS) version 1.2 between all application components.
- Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
- Separate database and application server architecture.
- ODBC or OLEDB connections between applications and databases.
- Full relational database design, using stored procedures.
- All DLLs must be wrapped as COM+ objects (preferably written in .NET).
- Minimum requirement .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2.

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- Scheduled events via DTS on SQL Server.
- Application security (i.e. user accounts) at the application or database level (not at the OS level).
- Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only).
- Solution must function within a Microsoft Managed Environment.
- PC thick clients must not function requiring administrative rights.
- PC thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked-down managed personal computers.
- Solution interfaces with SAP must be SAP architectural compliant (preferably certified).
- All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
- No direct connections to the internet will be permitted. In the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy.
- Outbound internet connections allowed via proxy only on HTTPS on port 443.
- Webserver Software (Tomcat/Apache etc.) must have all vendor provided security patches to known CVEs applied.
- All open source components / dependencies used by applications must comply with all licensing requirements.
- Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.
- The City of Cape Town's IS&T password management Standard Operating Procedure to be adhered to where applicable.
- The City of Cape Town's IS&T Network Access Standard Operating Procedure to be adhered to where applicable.
- Ensure that industry best practises are followed regards to general Change and/or User Management processes.
- Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK or licensing must be provided by the service provider.

OPTIONAL PREFERRED STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that is optional and preferred standards. These preferred standards are defined as follows:

- Application Solutions hosted on Microsoft Platforms.
- Web applications rather than thick client/server applications.
- If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI).
- Application architecture to be modular, and -tiered.
- Version control to be used for all application layers, and release management to include detailed release notes.
- The ability to co-exist with other 3rd party applications on the same hardware.
- Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above.

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- Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises.
- Java supported is per the following:
- Primary - 100% Open JDK free version as latest as possible.
- Tertiary - Only <1% devices to contain commercial Java flavour / Run Time (Oracle or any other commercial provider) vendor must submit as a line item e.g. Library application.
- Java supported is per the following:
- The City of Cape Town's preference is to use the latest Open JDK free version. At present, the City of Cape Town has Open JRE xxx installed on all windows machines in the path %..... The tenderer must be aware that the City of Cape Town will continually update the version of Open JDK to keep its cyber security posture up to date. As a supplier you are expected to do the same and the City of Cape Town will not be liable if you fall behind our Open JRE version levels.
- Alternately, any commercial Java / Run Time (be it Oracle or any other commercial provider) can be used, as long as the vendor provides this commercial version as part of the cost of its tender submission. The onus is on the vendor to continually update their commercial version of Java in order to ensure that the City of Cape Town keeps its cyber security posture up to date. Any negative audit findings will be for the supplier account to remedy.

UNSUPPORTED STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department identified IT architecture standards that are EXPLICITLY NOT SUPPORTED. These standards are defined as follows:

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

FURTHER ON-PREMISE VS CLOUD STANDARDS

The City of Cape Town's Information Systems and Technology (IS&T) department's position on cloud is "Cloud Appropriate".

Not Cloud First, nor Cloud Last.

Cloud can also be called by another name "Outsourcing". When the City of Cape Town considers Cloud proposals the City of Cape Town has to balance the perceived benefits of Cloud with the hidden costs and risks of Outsourcing.

The City of Cape Town's long standing On-Premise model is well understood, institutionalised, costed and staffed.

The "Cloud Appropriate" strategy allows the City of Cape Town to consider On-premise/In-House (well understood), Cloud/Outsourcing (uncharted terrain) and Hybrid (highest complexity) Solutions/Proposals.

On-Premise

The following points are to be consider and described in On-Premise proposals:

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

Cloud

The following points are to be consider and described in Cloud proposals:

Data and Intellectual Property: Ownership of the City of Cape Town's Data and Intellectual Property will always reside with the City of Cape Town.

Data Access

Upon termination of the contract how will the City of Cape Town's data be made available to the City?

During the duration of the contract will you provide a daily copy of the City of Cape Town's data to the City to be hosted and productively accessed from the City's on premise data centres? (providing a binary blob is the very opposite of "productively accessed")

Post the termination of the contract will the data provided in a. and b. continue to be productively available to the City of Cape Town and no extra cost in a perpetual read only type licence?

Service Provider Transition

Upon termination of the contract how will you the incumbent Service Provider transition to the City of Cape Town's replacement Service Provider, with minimal impact and cost to the City's operations?

How long with this transition take?

What will the cost of this transition be?

Security

What steps will you take to secure the City of Cape Town's data and systems provided by your cloud solution?

What security standards will you comply with?

How frequently will you update your security posture e.g. apply patches?

How will you respond to security breaches and how long will you take to remedy security breaches?

Audit

What audit steps will you take to provide assurance on the City of Cape Town's data and systems provided by your cloud solution?

Will you be appointing an independent audit service provider to audit City of Cape Town's data and systems provided by your cloud solution?

What audit standards will you comply with?

How frequently will you or your independent audit service provider audit the City of Cape Town's data and systems provided by your cloud solution?

Will you allow the City of Cape Town's auditors to the City's data and systems provided by your cloud solution?

How will you respond to audit findings and how long will you take to remedy such audit findings?

System Performance

What steps will you take to ensure the system performance of City of Cape Town's systems provided by your cloud solution?

Will you be making any guarantees about system performance?

Will you be making any guarantees about system uptime and availability?

How and how frequently will you be reporting on system performance and uptime?

How will you remedy problems with system performance and uptime?

How will quickly will you remedy problems with system performance and uptime?

SECTION B (ARCHITECTURAL AND TECHNICAL QUESTIONS)

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

Technical Architecture and Platforms

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

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

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Describe the client type (Please note: The city runs Windows 7/8/10 64-bit version on their workstations)

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

If thick client, is any framework required and which minimum version (e.g. .NET 4.0)?

--

Specify any middleware used or required.

--

Specify any Document Management functionality provided or required.

--

Integration and Interfaces

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

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

b) Provide data fields

c) SAP

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

d) Microsoft Exchange

I. Email Notifications	
II. Other	

e) Web hosting

I. Web Services	
II. Page Wrapping	
III. API	

f) ESRI GIS

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

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

--

Bandwidth Implications

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

--

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

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

Security

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

- b) Are there any special routing requirements?

- c) What network protocols are used?

- d) Is there any encryption of data used? Explain

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

- f) Briefly describe the user roles and profiles.

Deployment / Technical Support

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

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

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

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

Licencing and Support agreements

- a) Describe the software licencing model

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

Backups & Disaster Recovery (IT Continuity planning)

- a) Briefly outline your plan for backups

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

15 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".

16 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.

17 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 350 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.

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

- The Monthly Project Labour Report must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- Incomplete / incorrect / illegible forms will not be accepted.
- Any conditions relating to targeted labour stipulated in the Contract in the case of contracted out services or works shall apply in the completion and submission of these forms.
- This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 406 5400, email EPWP@cityofcape.gov.za

Project Details

- If a field is not applicable insert the letters NA.
- 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 report 4 above.
- 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

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

- A new beneficiary is one in respect of which a new employment contract is signed in the current month. A signed ID copy must accompany this labour report on submission.
- Was the beneficiary sourced from the City's job seeker database?
- The contract end date as stated in the beneficiary's employment contract.
- 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.
- Training will be recorded separately from normal working days and together shall not exceed the maximum of 21 days per month.
- Workers earning more than the maximum daily rate (currently R400 including any benefits) shall not be reflected on this form at all.

Submission of forms

- 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.
- 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.
- If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in bold below are a guide to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME (B)		EPWP SUPPLIER PROJECT NUMBER (B)																	
DIRECTORATE		DEPARTMENT																	
CONTRACTOR OR VENDOR NAME		CONTRACTOR OR VENDOR E-MAIL ADDRESS																	
CONTRACTOR OR VENDOR CONTACT PERSON		CONTRACTOR OR VENDOR TEL NUMBER	CELL PHONE																
PROJECT LABOUR REPORT CURRENT MONTH (BOLD WITH X)																			
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR							
ACTUAL START DATE (BOLD)		ACTUAL END DATE (BOLD)																	
TOTAL PROJECT EXPENDITURE (VALUE OF WORK DONE TO DATE INCLUDING ALL COSTS BUT EXCLUDING VAT)																			
R																			

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAIL & WORK INFORMATION



CONTRACT OR WORKS PROJECT NUMBER		Total		Month		Beneft		Beneft		Beneft		Beneft		Beneft		Beneft	
No.	First name	Surname	ID number	New beneficiary (Y/N)	Number (2017)	Standard (Y/N)	Job seeker database (Y/N)	Contract start date (dd/mm/yyyy)	Contract end date (dd/mm/yyyy)	No. days worked this month (max 21 days)	Training days	Days off (max 10)	Days off (max 10)	Days off (max 10)	Days off (max 10)	Days off (max 10)	Days off (max 10)
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Decoded by Contractor or Vendor to be true and correct	Name	Signature
Received by Employer's Agent Representative	Name	Signature

PART 5: PRICING SCHEDULE

C.4 PRICE SCHEDULE

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 The successful tenderer will be required to replace all existing POS machines and Peripherals at the commencement of the contract. The CCT reserves the right to elect to retain the hardware components of the existing hardware for re-use. All compatibility costs associated with retaining the existing hardware will be at the cost of the service provider.
- 5.9 For Price item 10 "**Any other combination**" please provide a break down of your line items and price. The bidder to submit the price break down of this item as annexure to their submission.
- 5.10 The purchase of any POS units or its components must be inclusive of installation cost.
- 5.11 The training costs for initial implementation of the solution must be incorporated in the implementation cost and subsequent training costs must be priced in the table below (refer to items 4.12 and 4.13).
- 5.12 The successful tenderer must note that the pricing under maintenance and support (Refer to Item 2 below) must be inclusive of **Items 7.1 and 7.2** of the specifications. Please note that Item 7.2 is linked to clause 3F of the Specifications Scope.

1. SUPPLY AND IMPLEMENTATION OF THE CCT POS SOLUTION

The price set out in this table below includes, but not limited, to the design, supply, delivery, installation and implementation of the customised CCT Point Of Sale (POS) Solution, inclusive of approximately one hundred and sixty eight (168) POS units as well as all licences irrespective of the number of users at the date of implementation or in the future.

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	PERIOD	FIRM PRICE (excl VAT) R
1.1	1 x CCT POS System	Once off	From date of commencement of contract until 30 June 2032	R 7 999 999.00

2. MAINTENANCE AND SUPPORT OF THE CCT POS Solution

The rates set out in the table below is for the maintenance of the CCT POS software and hardware per POS Unit for the duration of the contract.

NOTE:

At present the CCT is operating approximately one hundred and sixty-eight (168) POS Units at approximately ninety (90) sites, listed in Annexure C of the tender specifications. Should sites and POS Units increase or decrease, the Service Provider will be entitled to a proportionate increase or decrease in the POS Units against the fixed rates. The payable amount will be as per the number of POS Units deployed and operational as at the last day of the month.

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	PERIOD	FIRM MONTHLY RATE (excl VAT) R
2.1	Maintenance of the CCT POS software and hardware	Per POS Unit	From the date of commencement of the contract until 30 June 2027	R 795.90
2.2	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2027 until 30 June 2028	R 835.70
2.3	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2028 until 30 June 2029	R 877.48
2.4	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2029 until 30 June 2030	R 921.35
2.5	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2030 until 30 June 2031	R 967.42
2.6	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2031 until 30 June 2032	R 1,015.79

A POS unit consists of, but not limited to, the following items listed below:

COMPONENT
CPU
Printer
Cash drawer
Biometrics
Monitor
Scanner
Keyboard and Mouse

Note: The description of these components is provided in the pricing table under supply of hardware section.

3. SOFTWARE DEVELOPMENT

This refers to all changes relating to new functionality that meets CCT's business requirements. This excludes any updates/upgrades that relate to OEM (Original Equipment Manufacturer).

In software development, new customisations refer to modifications or additions made to a software system to meet specific business requirements or user needs that were not part of the original design.

The rates set out in the table below is for the customisation of the CCT POS System software, as and when, required by the CCT.

All software customisations relating to hardware driver software changes will be at the cost of the vendor.

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	PERIOD	RATE (excl VAT) R
3.1	Customisation of the CCT POS System software	Per hour	From the date of commencement of the contract until 30 June 2027	R 950.00
3.2	Customisation of the CCT POS System software	Per hour	From 1 July 2027 until 30 June 2028	R 997.50
3.3	Customisation of the CCT POS System software	Per hour	From 1 July 2028 until 30 June 2029	R 1,047.38
3.4	Customisation of the CCT POS System software	Per hour	From 1 July 2029 until 30 June 2030	R 1,099.74
3.5	Customisation of the CCT POS System software	Per hour	From 1 July 2030 until 30 June 2031	R 1,154.73
3.6	Customisation of the CCT POS System software	Per hour	From 1 July 2031 until 30 June 2032	R 1,212.47

Note: Any software updates by the Service Provider is for the Service provider's account.

4. SUPPLY OF HARDWARE

- a) The bidder's offer will be evaluated on the supplier's price (proof of this must be submitted with tender submission) plus the bidder's offer on the mark-up percentage, per item.
- b) Going forward the amount payable per item will be calculated as indicated in a), above.
- c) The bidder's mark-up percentage shall be fixed from the commencement of the contract until 30 June 2032.
- d) The bidder shall provide proof of the suppliers price.
- e) The hardware items listed below is the minimum requirement. If hardware is obsolete, the CCT must be engaged before the equivalent replacement is deployed. The replacement model must be compatible with the system.
- f) The Service Provider shall deliver the hardware within 4 weeks of receipt of the Purchase Order from the CCT.
- g) The items listed below will be purchased at the CCT's discretion.

TENDER NO: 1343/2024/25

ITEM	COMPONENT	DESCRIPTION	MAKE/MODEL	SPECIFICATION	SUPPLIER PRICE (excl VAT)	MARK-UP PERCENTAGE (From date of commencement until 30 June 2022)	MARK-UP VALUE (based on the percentage provided)	UNIT OF MEASUREMENT	FINAL PRICE = (Supplier Price + Mark-up value (Excluding VAT))
4.4	Biometrics	Finger print reading/ scanning (user authentication) USB Inclusive of all accessories (cables, adaptors, etc)	PINNPOS 88003 001 S04	HID DP4500 FINGERPRINT READER USB	R 1,390.00	5% %	R 69.50	Per item	R 1,459.50
4.5	Monitor	17" Inch or equivalent Touch screen USB and HDMI/VGA/Dp Inclusive of all accessories (cables, adaptors, etc)	PINNPOS TAM-17P	17 INCH CAPACITIVE TOUCH SCREEN 17" P-CAP	R 4,939.96	5% %	R 247.00	Per item	R 5,186.96
4.6	Bar code Scanner	USB Inclusive of all accessories (cables, adaptors, etc)	DATALOGIC PSC QW 2120BKK1S	QW LITE INC SCANNER USB CABLE SCAN STAND	R 695.00	5% %	R 34.75	Per item	R 729.75
4.7	Key board & Mouse	USB Inclusive of all accessories (cables, adaptors, etc)	Volcano Mineral Series	USB Wired Mouse and Keyboard Combo VB-VS041-BK(V2)	R 191.30	5% %	R 9.57	Per item	R 200.87

TENDER NO: 1245/2024/25

ITEM	COMPONENT	DESCRIPTION	MAKE/MODEL	SPECIFICATION	SUPPLIER PRICE (excl VAT)	MARK-UP PERCENTAGE (From date of commencement until 30 June 2022)	MARK-UP VALUE (based on the percentage provided)	UNIT OF MEASUREMENT	FINAL PRICE = (Supplier Price + Mark-up value (Excluding VAT))
4.8	Cash Drawer	Inclusive of all accessories (cables, adaptors, etc)	PINNPOS CR-2022-M	CASH DRAWER CDM42 BLACK RJ45 CONNECTOR INSERT TRAY 5 BELL & COIN	R 710.00	5% %	R 35.50	Per item	R 745.50
4.9	CPU & Monitor	Inclusive of all accessories (cables, adaptors, etc)	Proline PC	PINNPOS TAM-17P	R 14,328.96	5% %	R 716.45	Per item	R 15,045.41
4.10	CPU, Monitor & Biometrics	Inclusive of all accessories (cables, adaptors, etc)	Proline PC PINNPOS TAM-17P	PINNPOS 88003 001 S04	R 15,718.96	5% %	R 785.95	Per item	R 16,504.91
4.11	Any other combination	Inclusive of all accessories (cables, adaptors, etc)	Volkano Mineral Series	DATALOGIC PSC QW 2120BKK1S	R 834.13	5% %	R 41.71	Per item	R 875.84
Training Pricing (Refer to clause 8 of the specifications)									
4.12	On-Premise	Refer to training specification in the tender document			R 1,900.00			Per Person	
4.13	Remote	Refer to training specification in the tender document			R 1,330.00			Per Person	

5.FUTURE TECHNOLOGY PRICING

The vendor must be able to provide the future technologies related to the requirements of this tender as it comes on to the market for the duration of the contract. Future technology (ies) refer to advancements (hardware and software) that enhance the collection, processing, and management of payments.

This must be provided at cost plus mark-up.

To be used at the discretion of the CCT.

ITEM	New Technology	% Mark-up to be supplied by the tenderer
1	As requested by the CCT	5%

Note: This will not be used for evaluation purposes.

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

TMT Services and Supplies (Pty) Ltd

(Supplier/Mandatory/Company/CC Name)

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

....., representing
TMT Services and Supplies (Pty) Ltd

....., 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.

COLD ACT Registration Number:

OR Compensation Insurer: Policy No.

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

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

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

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

Signed at Cape Town on the 13th day of November 2025

Witness

Mandatory

Signed at CAPE TOWN on the 18TH day of NOVEMBER 2025

WI

for and on behalf
CCT

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: 124S 2024/25

**TENDER DESCRIPTION: DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A
CUSTOMISED, FULLY MANAGEABLE AND INTEGRATED CASH RECEIPTING
SYSTEM FOR THE CITY OF CAPE TOWN**

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)

PART 8- INFORMATION PROVIDED BY CONTRACTOR

All of the aforementioned information/documentation, as submitted/provided by the Contractor for **TENDER NO. 124S/2024/25 – DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN**

, are incorporated into this Memorandum of agreement by the mere reference thereof.