



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

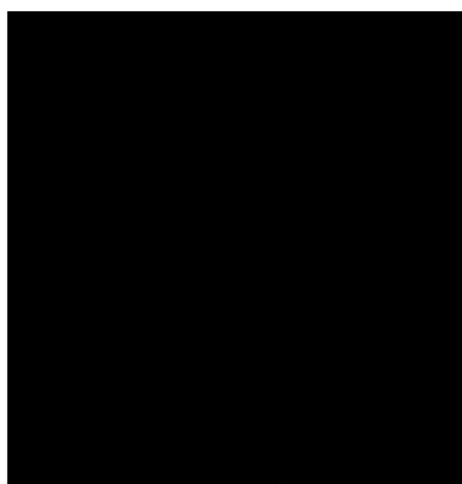
MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**TMT SERVICES & SUPPLIES (PTY) LTD T/A TRAFFIC MANAGEMENT TECHNOLOGIES
REGISTRATION NO. [REDACTED]**

Contract No. 125S/2022/23



PREAMBLE

WHEREAS Tender 125S/2022/23 was awarded to **TMT Services & Supplies (Pty) Ltd t/a Traffic Management Technologies**, in line with the City's Supply Chain Management Bid Adjudication Committee resolution **SCMB 64/12/22** dated **12 December 2022** for the Provision of Fine Contravention Services to the City of Cape Town, the contract period will be for 96 months from date of commencement until 30 June 2031, subject to Council approval in terms of Section 33 of the MFMA - the first 60 months from date of commencement will expire on 30 June 2028 which will allow the processing of new fines and the last 36 months will commence on 1 July 2028 and end on 30 June 2031 to allow the service provider to run their system dry by concluding outstanding legacy fines issued during the first 60 months of the contract period.

AND WHEREAS the Supply Chain Bid Adjudication Resolution SCMB 64/12/22 states that "prices will be subject to adjustment as per schedule 8 Clause 8.1 to 8.8.6 of the tender document"

AND WHEREAS it is recorded that this Contract will be governed by the provisions of 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 Employer**"), herein represented by the **City Manager or his nominee** duly authorised hereto;

1.2. **TMT Services & Supplies (Pty) Ltd t/a Traffic Management Technologies** a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED], herein represented by its duly authorised representatives, [REDACTED] in their capacities as [REDACTED]

Hereinafter jointly referred to as "Parties" and in singular, a "Party"

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Part 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 Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from date of commencement.
- 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 commence on the commencement date and shall terminate on 30 June 2031. Notwithstanding the fact that the contract period will be for 96 months from date of commencement until 30 June 2031, subject to Council approval in terms of Section 33 of the MFMA - the first 60 months from date of commencement will expire on 30 June 2028 which will allow the processing of new fines and the last 36 months will commence on 1 July 2028 and end on 30 June 2031 to allow the service provider to run their system dry by concluding outstanding legacy fines issued during the first 60 months of the contract period.

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 EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 5: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 5: SPECIFICATIONS**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer'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 4: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract

DETAILS OF TENDERER

TENDER No: 125S/2022/23

VOLUME 2: RETURNABLE DOCUMENTS (3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

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

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	TMT Services and Supplies (Pty) Ltd.	
Trading as (if different from above)	Traffic Management Technologies	
Company / Close Corporation registration number (if applicable)	[REDACTED]	
Postal address	[REDACTED]	Postal Code [REDACTED]
Physical address (Chosen domicilium citandi et executandi)	[REDACTED]	Postal Code [REDACTED]
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms. [REDACTED] (Name & Surname) Telephone: [REDACTED] Fax: () Cellular Telephone: [REDACTED] E-mail address: [REDACTED]	
Income tax number	[REDACTED]	
VAT registration number	[REDACTED]	
SARS Tax Compliance Status PIN	[REDACTED]	Expiry Date 14 July 2023
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[REDACTED]	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[REDACTED]	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☒ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☒ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☒ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☒ Yes ☐ No
Other Required registration numbers	CODIA : 990000297913 CIDB : 138711

PART 1 : AGREEMENTS

TENDER No: 125S/2022/23

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 125S/2022/23 PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity ("the tenderer")	TMT Services and Supplies (Pty) Ltd.
Trading as (if different from above)	Traffic Management Technologies

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

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

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

- confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
- confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
- 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;
- 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:
 - terms and conditions stipulated in this tender document;
 - specifications stipulated in this tender document; and
 - at the prices as set out in the Price Schedule.
- accepts full responsibility for the proper execution and fulfilment of all obligations and conditions of the contract.

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

25th October 2022

Date

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER 125S/2022/23 PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN]****ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

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

The terms of the contract are contained in:

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

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

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

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

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

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

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

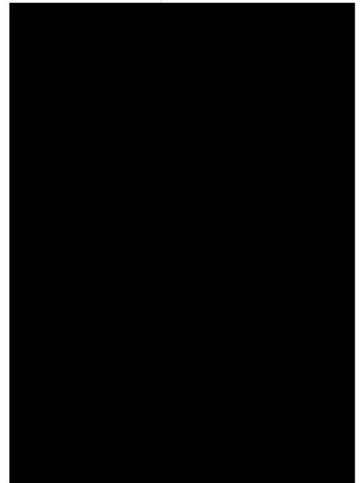
Notes:

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

1 Subject	None
Details	
.....	
2 Subject	None
Details	
.....	
3 Subject	None
Details	
.....	
4 Subject	None
Details	
.....	

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

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



FORM OF OFFER AND ACCEPTANCE (Continued)

TENDER: 125S/2022/23: PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY OF CAPE TOWN

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

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 3 above;
- Part 1: Agreements and contract data
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Pricing Schedule
- Part 5: Specifications
- Part 6: Supporting Documents
- Part 7: Occupational Health and Safety Agreement

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

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

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

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

The Parties	Employer	Supplier
Business Name	City of Cape Town	[REDACTED]
Business Registration	Not Applicable	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	[REDACTED]	[REDACTED]
Accepted contract sum including tax	As per Price Schedule	
Accepted contract duration	[REDACTED] cement until 30 June 2031.	
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	[REDACTED]	[REDACTED]
Signed: Location	[REDACTED]	[REDACTED]
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]

FORM OF OFFER AND ACCEPTANCE (Continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

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2 Subject

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3 Subject

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4 Subject

Details

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

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

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

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. Insurance

Add the following after clause 11.1:

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

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

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

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

In the first year of the period contract, the Contract Price/s shall be fixed and not be subject to any contract price adjustment.

The first year of the period shall be the 12 months from the closing date of the tender.

The second year of the period contract shall be the 12 month period following the first year.

100% of the tendered price will be subject to adjustment annually based on the average Consumer Price Index(CPI) as follows:

Second year

Average CPI will be calculated from closure of tender for 12 months, by adding the percentage CPI for the 12 months and dividing by 12 months.

Third year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for the 12 months and dividing by 12 months.

CPI will be calculated by adding the percentage CPI for 12 months and dividing by 12 months.

Fourth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

Fifth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

Sixth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

Seventh year Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months. Eight year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

Note: Average CPI will be calculated by adding the percentage CPI for 12 months and dividing by 12 months.

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the

closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".
- (f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or subcontractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if 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 relive the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

Where additional time is granted, the purchaser shall also determine whether or not the

supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be: **For every week of failure to deliver any obligation in terms of this contract the purchaser shall, in its sole discretion, reserve the right to deduct 5% from the invoice price of the next invoice received after the failure has been rectified.**

Also where non-performance by the service provider lead to revenue loss to the City, the purchaser shall in its sole discretion reserve the right to deduct 20% of the total fine revenue amount lost from the invoice following the incident.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour

this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

36. Confidentiality and copyright of documents

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder, City and their employees are will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA).

Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City

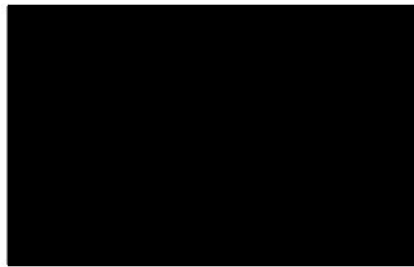
functions.

Personal information of City employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and Treat as confidential all matters arising in connection with the tender. You may use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

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 on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.



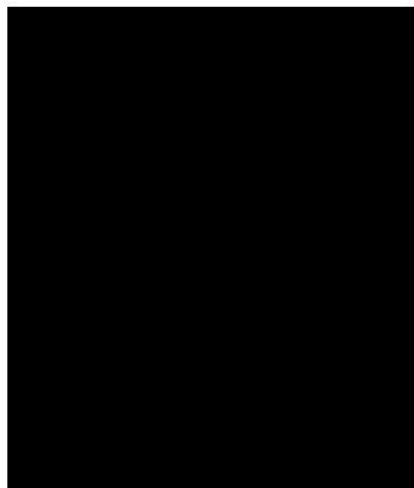
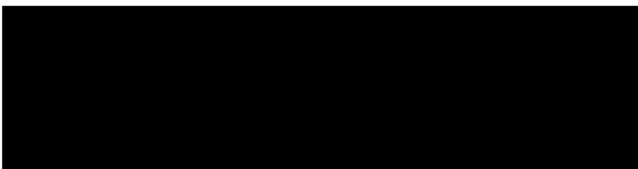
To whom it may concern

26 June 2023

TMT SERVICES AND SUPPLIES (PTY) LTD - CONFIRMATION OF INSURANCE

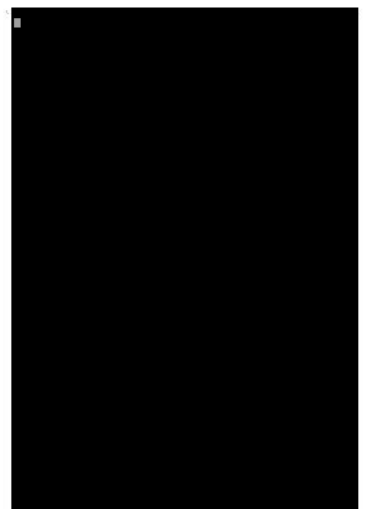
We hereby confirm that TMT Services & Supplies, has the following insurance covers in place for the period 1 July 2022 to 30 June 2023:

- **Electronic Equipment**
Insurance Company: Consort
Policy number: 
Cover: Various Electronic Equipment
Sasria included
- **Motor Fleet**
Insurance Company: Hollard
Policy number: 
Cover: Retail Value
Sasria included
- **Liability**
Insurance Company: AIG
Policy number: 
Public Liability: R 3 000 000
Products Liability: R 3 000 000 (Aggregate)
- **Extended Liability**
Insurance Company: ITOO
Policy number: 
Limit of indemnity: R 30 000 000



This confirmation is issued as a matter of information only. This confirmation does not amend, extend or alter the coverage afforded by the policies listed.

Sincerely,



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.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

9. Packing

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

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

distributed by the supplier:

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

15. Warranty

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

16. Payment

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

PART 4: PRICE SCHEDULE

(5) PRICE SCHEDULE

Item No	Description	Unit of measure	Price per unit (excl VAT)
1	Basic fee per paid fine Monthly leasing fee for each of the following items provided inclusive of supply, installation and commissioning of the item with all its associated fittings and peripheral equipment, as well as maintenance, repairs, servicing, insurance, calibration, operational support and operational costs.	Each	
2	Fixed digital camera system	Each	
3	Fixed camera sites	Each	
4	Mobile digital camera system	Each	
5	Fixed video camera system	Each	
6	Portable digital video camera	Each	
7	ASOD enforcement system	Each	
8	Roadblock support vehicle	Each	
9	ANPR vehicle	Each	
10	Portable warrant query and printing unit	Each	
11	Fixed digital camera system with Artificial Intelligence capability	Each	
12	Fixed site ANPR camera system	Each	
13	Mobile ANPR camera system	Each	
Fee applicable should AARTO be implemented, inclusive of all obligations as specified in this tender. There will be no basic fee payable per paid AARTO fine.			
14	Fee per AARTO infringement captured/uploaded Pricing for a once off fee to replace the bus lane camera system along the N2 bus lane route	Each	
15	Replacement of bus lane camera enforcement system	Once off	

A	B	C	D	E
Item Nr	Description	Estimated quantity of units	Tendered price per unit	Total monthly price
1	Basic fee per paid fine	50 000 paid fines/infringements per month	R	R

Monthly leasing fee for each of the following items provided inclusive of supply, installation and commissioning of the item with all its associated fittings and peripheral equipment, as well as maintenance, repairs, servicing, insurance, calibration, operational support and operational costs.

2	Fixed digital camera system	25	R	R
3	Fixed camera site	120	R	R
4	Mobile digital camera system	30	R	R
5	Fixed video camera system	6	R	R
6	Portable digital video camera	3	R	R
7	ASOD enforcement system	10	R	R

8	Roadblock support vehicle	5	R	R
9	ANPR vehicle	10	R	R
10	Portable warrant query and printing unit	5	R	R
11	Fixed digital camera system with Artificial Intelligence capability	10	R	R
12	Fixed site ANPR camera system	20	R	R
13	Mobile ANPR camera system	5	R	R
14	Fee per AARTO infringement captured/uploaded per month	200 000	R	R
GRAND TOTAL OF MONTHLY PRICES USED FOR COMPARATIVE PURPOSES TO EVALUATE THE TENDER				R

Columns C x D = E

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.

- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) 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 evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 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 replacement cost for the bus lane camera system is a once of fee and the pricing will not be included for evaluation purposes.
- 5.9 Contractors to note that no basic fee will be payable for paid fines should AARTO be implemented.
- 5.10 The successful contractor will be required to sign and agree to a service level agreement post the awarding of the contract which will be in line with the tender specifications.
- 5.11 An illustration of how the final tender price will be calculated is given below. This section is not for completion by tenderers:

Comparative prices will be calculated based on estimated and projected quantities as given below:

(Please note: These estimates are theoretical and only used for the purposes of calculating a comparative final price. The actual quantities reached during the course of the contract may differ substantially from the estimates and projections given below)

- Set fee per paid fine – 50 000 fine payments per month
 - Fixed digital camera systems to be provided - 25
 - Fixed camera sites to be provided - 120
 - Mobile digital camera systems to be provided - 30
 - Fixed video camera systems to be provided - 6
 - Portable digital video camera to be provided - 3
 - ASOD systems to be provided - 10
 - Roadblock support vehicles to be provided - 5
 - ANPR vehicles to be provided - 10
 - Portable warrant query and printing units to be provided - 5
 - Fixed camera systems with Artificial Intelligence capabilities – 10
 - Fix site ANPR camera systems – 20
 - Mobile ANPR camera systems - 5
 - Set fee per AARTO Infringement captured/uploaded – 200 000 captures/uploads per month.
- Comparative prices used to compare bids will be calculated as follows: (This is an illustration of calculation method. Not for completion by bidders)

PART 5: SPECIFICATIONS

13.1 BACKGROUND

The City of Cape Town intends to appoint an experienced service provider with a proven track- record for the provision of traffic law enforcement equipment, back-office systems and related services for a period of 96 months where the first 60 months is for the processing of new fines and the last 36 months is to run the system dry.

The contract is envisaged to commence on 1 July 2023. The contractor will be expected to commence preparatory work as soon as the contract is awarded and the appeal period is concluded, so as to minimise disruption of services at the date of commencement. Proof of preparation work to be provided to the City on a monthly basis.

13.1.1 The required services will include the supply, installation and maintenance of digital camera systems to enforce speed, red light and other moving violations at fixed and mobile sites. The City also require fixed video camera systems capable of automatically detecting and recording vehicles disobeying stop signs and/or railway crossings, or other traffic violations as agreed between the parties. Cameras with Artificial Intelligence capabilities will be required. The City also requires Average Speed Over Distance (ASOD) enforcement systems. The contractor will be expected to replace, maintain and operate the City's bus lane enforcement system that incorporates fifteen fixed ANPR camera systems along the N2 highway and process all offences generated by the system. The contractor will be required to supply fixed site and mobile ANPR camera systems, that are fully integrated to detect and alert officers of vehicles of special interest, as well as cameras with artificial Intelligence (AI) capabilities. The City wants the latest technology used for camera enforcement cases and therefore require all camera equipment supplied for leasing to be brand new at the time of supply. The actual number of camera systems and sites that may be called for during the term of the contract and the timing of such calls will be at the discretion of the City. The contractor will also be expected to take over the calibration, operational support, maintenance, repair insurance and general management of 38 fixed cameras, 3 mobile cameras and 67 fixed camera sites already owned by the City from previous tenders. The contractor will be required to hand over ownership of all camera equipment leased to the City during the first phase (60 months) of the project at the end of the 60 month period, at no cost to the City.

13.1.2 The City requires a contravention system and full back-office services for the processing of all traffic and by-law fines, whether they be handwritten, or generated by camera, hand held unit, or any other system that may be used by the City and/ or Provincial Traffic. The contravention system should cater for the full life-cycle of a fine from the initial capturing or generation of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalised. The cases to be processed include those generated by the Provincial Traffic within the boundaries of the City. Bylaw offences also need to be processed by the contravention system. These bylaw offences are usually generated by the City's Metro Police Department, Law Enforcement Department and might include by-laws related to Fire Services department. The contractor will be responsible for supplying all officers' books used by Provincial Traffic and the City at no cost to the City.

13.1.3 The contravention system must conform with the City's standard systems architecture (at a minimum). The City requires real-time interfacing of the contravention system, but not limited to, the City's cash receipting system and with the systems of its third party payment agents to allow the validation of fines and the taking of fine payments via these systems.

13.1.4 The contractor needs to establish interfaces to the systems of the City's third party payment agents for the hosting of such details and images on their websites.

13.1.5 The contractor must provide a secure hosted website where details of fines and associated images and video clips can be viewed. The full functionality will have to be discussed and agreed to by the City before implementation. The service provider to ensure that the website must comply with all applicable legislation.

13.1.6 If required by the City, the contravention system must be adapted to interface with the City's SAP system or any such alternative system identified by the City in order for management information and statistics to be drawn from such system.

13.1.7 The City requires the use of vehicles that are fully kitted out to support smart roadblocks, including Automatic Number Plate Recognition (ANPR) technology capable of identifying wanted vehicles. The City further requires the use of detection vehicles fitted with ANPR systems that are fully integrated with facilities to enquire on outstanding fines, summonses and warrants and production of summonses and copies of warrants at the roadside. The City further needs portable units capable of remotely connecting to the contravention system and producing copies of warrants of arrest at the roadside. The City requires a facility that allows officers to obtain certain information via their WAP enabled radios. The City may also use its own hand held devices for this purpose and the contractor is expected to provide the integration necessary to process fines generated by the City's and Provincial Traffic's hand held units on the contravention system.

13.1.8 Over the period July 2018 to June 2019, the City processed a total of 2.1 million offences of which 23% were handwritten section 341 notices, and 11% were handwritten section 56 summonses. The average payment rate of these offences were 25.7%. The contractor will have to prove to the satisfaction of the City that its systems and infrastructure has the capacity to process at least the City's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the City, with sufficient spare capacity in reserve to cope with increased volumes.

13.1.9 At the commencement date of the contract, the un-finalised fines in the City's legacy system will remain the responsibility of the previous contractor. The legacy system and the contravention system will operate in parallel during the time it takes for the legacy system to "run dry" and the contractor will be expected to work in close cooperation with the previous contractor to ensure seamless operation. The contractor will be expected to process all new cases taken from the commencement date of the contract on its contravention system. At the end of the contract period, the contractor will be required to run the contravention system dry until the City decides, in its sole discretion, to terminate the system. During the dry-running period the contractor will continue to perform all the normal functions necessary to finalise legacy cases that remain in the system.

13.1.10 Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the City before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will process AARTO infringements as prescribed, which could be either directly on the National Road Traffic Offence Register (NRTOR), or via the contractor's own system as a front-end system. At the same time the contractor must conclude all non-AARTO cases on the contractor's own system. Clause 13.11 of this tender deal specifically with obligations should the AARTO Act come into effect in the City.

13.1.11 For non-AARTO related fines the City will pay the contractor a monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the contractor. The monthly service fee will be made up of two components, namely a fixed basic fee for all generic deliverables, plus a leasing fee for specified items of equipment provided. The fixed basic fee will be calculated as the tendered amount for each successfully paid fine, i.e. Sect 341, Sect 54, Sect 56, as recorded on the contractor's system during the month regardless of how many charges are included in the fine. The monthly leasing fees will be paid in respect of every item of equipment provided up until the month.

13.1.12 If AARTO is implemented, the City will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully captured, or uploaded into the NRTOR. Note that no fee will be paid for fines paid under AARTO. Leasing fees will continued to be paid at the applicable rate.

13.2 REFERENCES

13.2.1 Client references:

Please provide references where your organization has implemented similar contracts to what you are proposing in this tender in organizations of similar size and complexity as the City of Cape Town, i.e. a Metropolitan Municipality or Provincial Administration. Please complete the information in schedule 15.1

13.3 GENERAL OBLIGATIONS

The contractor shall:

13.3.1 perform all its duties under the supervision of the City and in strict compliance with any instruction received from the project manager nominated by the City, or any of the subject experts nominated by the project manager to deal with different aspects of the project.

13.3.2 nominate a suitable person based in Cape Town to act as "contract manager" with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the City and the contractor.

13.3.3 replace the "contract manager" upon receipt of a written request from the City in the event that the City is dissatisfied with the conduct and/or performance of the contract manager.

13.3.4 acknowledge that all vehicles, devices, hardware, software, or any other equipment with the exception of camera equipment and related software (see clause 13.3.5) provided to the City in terms of this tender, remains the property of the contractor who will be responsible for all fuel, operating costs, maintenance, servicing, repair, insurance, insurance claims and any other matters related to the ownership of such vehicles and equipment for the duration of the applicable contract period. Should any item become unserviceable for whatever reason, the contractor will provide a replacement.

13.3.5 Acknowledges and agrees that all camera equipment and related software fixed, mobile, ANPR and ASOD leased during the first phase of the contract will be transferred to the City in good working condition and at no cost to the city at the end of the 60 month period.

13.3.6 acknowledge that the City retains ownership of the contents of the contravention system's database, including all the images and offence details in respect of each offender and make available to the City on request, periodically, or through an interface, any data or images that may be required for any purpose whatsoever and in the format as requested. The contractor will not make use of, or allow anyone other than the contractor to make use of the images and data in the contravention system for any purposes other than the normal processing and finalisation of the fines, without the express permission of the City.

13.3.7 acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate and amend the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the City, the only reasonable option is to terminate all or part of the contract, the City may unilaterally do so after giving the contractor one month written notice.

13.3.8 acknowledge that where, in the sole discretion of the City, any of the obligations imposed on the contractor in terms of this tender proves, in practice, to be unnecessary, impractical, or unfeasible, the City may, in writing, absolve the contractor from fulfilling such obligation, or vary the terms of the obligation in so far as it may be necessary.

13.3.9 strive to introduce, with the prior approval of the City and at no additional cost to the City, improvements to the technologies, systems and services provided in terms of this tender which may be to the benefit of the City and/or the contractor.

13.4 TENDER PRICING, INVOICING AND PAYMENT

13.4.1 Set fee per paid fine:

The tenderer shall:

13.4.1.1 acknowledge that a "paid fine" is defined as a fine that has been settled through the payment of one fine amount, regardless of how many charges were included when the fine was issued, and when such payment has been recorded on the contravention system.

13.4.1.2 tender a monthly leasing fee for each and every one of the following items provided to the City:

- 13.4.1.2.1 Fixed digital camera system as per clause 13.5.1.1.
- 13.4.1.2.2 Fixed camera sites as per clause 13.5.1.2.

13.4.1.2.3	Mobile digital camera system as per clause 13.5.1.3.
13.4.1.2.4	Fixed video camera system as per clause 13.5.1.4.
13.4.1.2.5	Portable digital video camera as per clause 13.5.1.5.
13.4.1.2.6	ASOD enforcement system as per clause 13.5.1.6.
13.4.1.2.7	Roadblock support vehicle as per clause 13.10.2.
13.4.1.2.8	ANPR vehicle as per clause 13.10.3.
13.4.1.2.9	Portable warrant query and printing unit as per clause 13.10.4.
13.4.1.2.10	Camera system with AI capabilities as per clause 13.5.3.26
13.4.1.2.11	Fixed site ANPR camera system as per clause 13.5.3.27
13.4.1.2.12	Mobile ANPR camera system as per clause 13.5.3.28

13.4.1.3 tender a basic fee per paid fine covering all generic obligations in terms of this contract except for the AARTO obligations in terms of clause 13.11

The tenderer shall:

13.4.1.4 calculate the basic monthly fee payable by the City to the contractor by multiplying the number of fine payments recorded on the contravention system in the preceding calendar month with the basic fee per paid fine and adding value added tax.

13.4.1.5 calculate the monthly leasing fees payable by the City to the contractor as follows: In respect of each item as per clause 13.4.1.2, multiply the number of items provided to the City up to and including the previous calendar month with the applicable leasing fee for that item. Add together all leasing fees so calculated and add value added tax.

13.4.1.6 Submit to the City on or before the 7th day of each month, or make available to the City from the contractor system:

13.4.1.6.1 a report detailing the fines paid in the preceding calendar month as recorded on the contravention system and detailing the payment channel through which such fines were paid.

13.4.1.6.2 a report detailing the types and quantities of items provided to the City up to and including the preceding calendar month for which leasing fees are levied in terms of clause 13.4.1.2.

13.4.1.6.3 a value added tax invoice detailing the basic fee payable by the City to the contractor, calculated as per clause 13.4.1.4.

13.4.1.6.4 a separate value added tax invoice detailing the leasing fees payable by the City to the contractor, calculated as per clause 13.4.1.5.

13.4.1.7 acknowledge that should the City inform the contractor that a fine payment was recorded on the contractor system in error due to a technical problem, or any other circumstances, and such payment has to be reversed, the contractor will not be entitled to the applicable monthly fee. Should the contractor already have received such a monthly fee the contractor shall upon request refund the City by means of a credit note on the next monthly invoice.

13.4.2 Set fee per AARTO Infringement captured or uploaded

13.4.2.1 tender a set fee per AARTO infringement successfully captured or uploaded into the NRTOR covering all the contractor's obligations in terms of clause 13.11. (AARTO obligations) of this contract. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded. An infringement will be considered successfully captured or uploaded when it is accepted by the NRTOR for further processing. Infringements rejected by the NRTOR for any reason will not be considered successfully uploaded, regardless of whether the reason for the rejection is within the control of the contractor, or not.

13.4.2.2 calculate the monthly fee payable by the City to the contractor by multiplying the number infringements successfully uploaded or captured into the NRTOR in the preceding calendar month with the set fee as per clause 13.4.2.1 above.

13.4.2.3 submit to the City, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the City to the contractor in terms of clause 13.4.2.2 above together with proof, acceptable to the City, substantiating the fees claimed.

13.4.2.4 Acknowledge that no additional payments for any reason whatsoever will be paid by the City to the contractor over and above those provided for in clause 13.4.

13.4.2.5 Acknowledge that no payments will be made to the contractor for paid AARTO fines and that the fee quoted for successful capturing and uploading of AARTO infringements is an all-inclusive fee.

13.5 CAMERA SERVICES

13.5.1 The City requires the contractor to supply, install, commission, maintain, as and when directed by the City:

13.5.1.1 fixed digital camera systems to record speed and/or red light violations.

13.5.1.2 fixed camera sites with its ancillary equipment for the fixed digital cameras already owned by the City or those provided in terms of clause 13.5.1.1 above, including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the City and provided such locations have been authorised for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the City.

13.5.1.3 mobile digital camera systems to record speed violations with ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.

13.5.1.4 fixed video camera systems with ancillary equipment capable of automatically detecting vehicles disobeying stop signs and/or railway crossings, or other traffic violations as agreed between the parties and capable of recording, for evidential purposes, clear video footage of the offences which shall be used to generate traffic fines to be posted to the vehicle owners.

13.5.1.5 portable digital video cameras and ancillary equipment suitable for recording, for evidential purposes, clear video footage of traffic offences which shall be used to generate traffic fines to be posted to the vehicle owners. The video cameras shall have powerful zooming capabilities to record clear footage of vehicle registration numbers and have the capability to be used effectively in both day-time and night-time. The type, make, model and specifications of the cameras shall be as agreed with the City.

13.5.1.6 average-speed-over-distance (ASOD) enforcement systems. Each system must:

13.5.1.6.1 be able to measure the average speed of vehicles traveling between two points on a particular stretch of roadway.

13.5.1.6.2 be able to generate traffic fines for those vehicles exceeding the speed limit.

13.5.1.6.3 must be capable of covering multiple lanes between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along the same stretch of road, each additional recording point will be considered to be a separate system.

13.5.1.6.4 be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.

13.5.1.6.5 be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the NaTIS system in real time when required.

13.5.1.6.6 be capable of detecting vehicles that are stolen or wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.

13.5.1.6.7 be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.

13.5.2 As a minimum, the fixed and mobile camera systems and other enforcement systems supplied in this tender shall be compliant with the following where applicable:

13.5.2.1 SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".

13.5.2.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).

13.5.2.3 Approval of the Director Public Prosecutions: Western Cape.

13.5.2.4 Approval of the Chief of Traffic Services of the City. The Chief of Traffic Services will need to be satisfied that the camera and other enforcement systems provided are the most suitable systems available for the intended purpose.

13.5.2.5 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)

13.5.2.6 Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.

13.5.2.7 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.

13.5.2.8 Fixed camera systems shall provide for multiple lane speed and red light violation enforcement as required.

13.5.2.9 Fixed and mobile camera systems shall provide illuminating white flashes enabling successful night-time operation.

13.5.2.10 Fixed camera systems shall be protected against vandalism as far as practically possible.

13.5.2.11 Fixed camera systems shall preferably be non-invasive on road surfaces and record offenses by means of radar technology.

13.5.2.12 Fixed camera systems shall allow for quick and easy rotation between sites by one person and user friendly set-up procedures.

13.5.2.13 Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages.

13.5.2.14 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.

13.5.2.15 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.

13.5.2.16 All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to a management information system.

13.5.3 The City already owns 3 mobile cameras plus 38 fixed cameras and 67 fixed camera site installations supplied by the previous contractor (details available on request). At the discretion of the contractor, these cameras and installations may be replaced by the contractor, at no cost to the City, with equipment of similar quality and functionality as agreed to by the City. In respect of all the fixed and mobile camera systems and

site installations already owned by the City, as well as any fixed and mobile camera systems and installations supplied in terms of this contract, the contractor shall:

13.5.3.1 provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera when required by the City.

13.5.3.2 ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by the City.

13.5.3.3 prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.

13.5.3.4 conduct frequent field surveys, preferably through the use of non-invasive radar technology, and produce statistics on road usage and offence patterns at specific sites, including the 85th percentile, as and when directed by the City in order to assist the City to determine the need for fixed or mobile camera deployment at any site where camera enforcement is applied for. Survey results to be supplied within 4 weeks from date of request unless otherwise agreed with the City.

13.5.3.5 inspect the cameras and ancillary equipment at least once per month with the prior approval of the City in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well maintained appearance at all times.

13.5.3.6 monitor on a daily basis that each fixed camera system, ASOD system and bus lane enforcement system remains operational by ensuring that images are wirelessly transmitted from each of these systems to a central location where it is displayed and monitored by contractor staff who will immediately initiate repair actions when faults are detected.

13.5.3.7 comply with any requirements from the City in respect of fixed camera installations and supply any additional equipment as may be specified by the City from time to time in order to facilitate inspection and operation of the fixed cameras.

13.5.3.8 maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.

13.5.3.9 repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the City. Replacement cameras must comply with all requirements in terms of this contract.

13.5.3.10 calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by the City from time to time and ensure that the calibration certificates are provided to the City.

13.5.3.11 provide calibration certificates of calibration equipment used during the calibration process.

13.5.3.12 provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the City.

13.5.3.13 provide on-site field support to the City's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used including night time and weekends.

13.5.3.14 make available up to 5 suitable vehicles to the City Officers on a temporary basis to allow them to continue their camera enforcement activities whenever their City owned vehicles are unavailable due to being sent for servicing or repair.

13.5.3.15 provide training workshops in the use of the cameras and ancillary equipment to the employees of the City as and when required by the City. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the City's employees in respect of training received.

13.5.3.16 take out insurance covering damage or loss for any reason of the contractor's and the City' cameras and ancillary equipment and maintain such insurance for the duration of this agreement.

13.5.3.17 upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.

13.5.3.18 upload and process images and data received from the City's buslane enforcement systems, the Provincial Traffic Departments ASOD systems or any other images and data as directed by the City.

13.5.3.19 provide facilities and systems for officers of the City to adjudicate every image with its associated data and either accept it as prosecutable, or reject it as non-prosecutable.

13.5.3.20 provide adequate equipment at City premises for the adjudication of video offences and for viewing of video offences by members of the public and for the presentation of such video footage as evidence in court.

13.5.3.21 ensure that the contravention system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.

13.5.3.22 ensure that the contravention system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.

13.5.3.23 provide the City with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.

13.5.3.24 make available the images and data to the City, or any other party as directed by the City, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.

13.5.3.25 produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.

13.5.3.26 upload statistics gathered by the cameras after every session and make the statistics available to the City in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number of infringements, the highest speeds recorded and, the times and duration of operation.

13.5.3.27 Provide fixed camera systems with Artificial Intelligence capability to detect moving violations at agreed locations.

13.5.3.28 Provide ANPR camera systems at specific fixed sites as and when required by the City.

13.5.3.29 Provide mobile ANPR camera systems as required by the City.

13.6 BUSLANE ENFORCEMENT SYSTEM

13.6.1 The City already owns an ANPR system to enforce a lane dedicated for busses and mini-busses on the N2 highway inbound between Borchards Quarry Road and the M5 highway (BMT lane). The system incorporates fifteen (15) fixed digital ANPR camera systems that were previously installed complete with all power supply equipment at predefined points along the BMT lane. The bus lane system also requires data transmission equipment, towers and services that needs to be bought or leased by the service provider for this tender at their own cost. The cameras need to transmit images wirelessly to a system that automatically filters out vehicles allowed in the bus lane and generates fines for the others. The system is prone to vandalism and technical faults and the contractor must provide sufficient robust housing, concrete and or metal casings to prevent vandalism and theft. It was supplied by a previous contractor. The City requires the contractor to replace the bus lane system at a once off cost and take whatever steps are necessary to continue the operation and maintenance of the Bus Lane Enforcement System for the duration of the applicable contract period. The City will own the new replaced bus lane system and related equipment with the exception of leased equipment. The contractor shall operate the system in accordance with the existing rules and operating procedures or as may be specified by the City.

13.6.2 The contractor shall:

13.6.2.1 daily check all the camera systems to ensure that all units are in working order.

13.6.2.2 repair or replace the camera systems and associated power supply and data transmission networks whenever any of the units are faulty or vandalised.

13.6.2.3 pay for electricity consumption of the ANPR camera systems, if required to do so by the City.

13.6.2.4 ensure that the images and information is transmitted from the fifteen camera locations and uploaded into the contravention system for processing and carry the cost of the wiring and cabling, connections, data transmission, roof space rental (where required) and maintenance of such communication infrastructure.

13.6.2.5 process offences against vehicles not allowed in the dedicated lanes during operational hours from 5am to 9am, or as specified by the City. This shall be accomplished by automatically comparing captured vehicle registration numbers with a database of vehicles that are allowed in the BMT lane, as well as by observation of the images by contractor employees who will be responsible for manually updating the database with permissible vehicles not already on the database.

13.6.2.6 import the images and data of offending vehicles into the contractor's contravention system for adjudication and further processing of the offences.

13.6.2.7 utilise the new camera installations to implement ASOD enforcement, between any of the fifteen camera locations on the bus lane, if and when required by the City.

13.6.2.8 ensure that the BMT lane enforcement system at all times complies with the prosecuting guidelines issued by the TCSP and any additional requirements imposed by the Directorate of Public Prosecutions or the City.

13.6.2.9 remove and reinstall the camera system or part thereof in the event of the gantries or bridges requiring repairs and maintenance at no cost to the City.

13.7 CONTRAVENTION SYSTEM AND SYSTEMS ARCHITECTURE

The contractor shall:

13.7.1 provide and operate a contravention system software package developed for the administration and management of Traffic and By Law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The contravention system should be capable of processing the Traffic and By Law offences in separate sub-systems, each with its own number range.

13.7.2 provide sufficient hardware in the service centre in order to meet its obligations in terms of this agreement and to operate the contravention system at optimal efficiency.

13.7.3 at its own cost, establish and maintain data communication links to the City's Wide Area Network in order to allow up to 330 of the City's remote workstations to operate on the contravention system.

13.7.4 ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the City's remote users connected to the contravention system to work simultaneously and at optimal efficiency and where applicable carry the cost of stand-alone data connections installation, equipment and data.

13.7.5 provide sufficient software licenses to the City in respect of the contractor software for the operation of the City's own work stations linked to the contravention system.

13.7.6 provide an on-going program of training for the Client's users of the contravention system to ensure that all users are adequately trained to perform their respective functions on the system and record of training interventions to be kept and provided to the City.

13.7.7 provide the City with user manuals for the contravention system if and when requested to do so.

13.7.8 provide proof to the satisfaction of the City that the contravention system has the capacity of processing at least the City's current offence volumes within levels of response times, processing speeds,

reliability and accuracy that is acceptable to the City, with sufficient spare capacity in reserve to cope with increased volumes.

13.7.9 provide proof to the satisfaction of the City that the contravention system is utilised without any major problems in at least one other site in South Africa that is comparable to the City in terms of offence volumes processed and complexity of operations.

13.7.10 provide sufficient technical support and expertise locally on-site and remotely to ensure that the contravention system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contravention system that may be required by the City are implemented without delay.

13.7.11 ensure that the contravention system conforms in full with the City's standard systems architecture. The City's architecture document can be referenced for more detail. In particular the document titled "Application Architecture" which prescribes standards for systems to easily integrate with other systems and allow for database portability.

13.7.12 ensure that the contravention system is web based and/or is supported in a Microsoft environment.

13.7.13 ensure that the contravention system is compatible with the City's standard Windows 10 Professional, 64 bit desktop operating system.

13.7.14 acknowledge that if any of the contractor's staff are required to work on City premises, such staff will be treated as City contracting staff who are subject to the City's existing IS&T policies and procedures. The contractor staff must be equipped with workstations that comply with the City's desktop standard and their desktops will be placed and treated as City-managed workstations.

13.7.15 ensure that the contravention system is hosted on City of Cape Town hosting infrastructure in the two City of Cape Town data centres used for the secure hosting of third party systems.

13.7.16 acknowledge that all the data and images on the contravention system belongs to the City and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the City.

13.7.17 ensure that all the data and images in the contravention system is hosted on City premises and that no off site copies of the City data is kept without permission from the City.

13.7.18 make the data and images in the contravention system available to the City in any manner requested by the City for whatever reason. This could be for the purposes of inclusion on the City's own website, or to make it available to external parties.

13.7.19 ensure that the contravention system does not require any administrator and/or special user access rights to operate on the desktop.

13.7.20 ensure that the contravention system does not require the client firewall to be disabled.

13.7.21 ensure that the contravention system interfaces online and in real time with the City's cash receipting system using web service interface (at a minimum) to provide for on-line verification and updating of fine payments.

13.7.22 ensure that the contravention system interfaces with hand held devices, ANPR systems, or other equipment and devices that may be acquired by the City outside of this tender for the purpose of issuing of fines, or the identification of vehicles with outstanding fines, warrants of arrest, expired licenses, false number plates, stolen, or any other information for which the vehicles may be sought, by processing fines generated by such equipment and linking to appropriate back-end databases in real time.

13.7.23 on request from the City, work with the City's information technology team to establish an interface between the contravention system and the City's SAP ERP system or alternate future systems that will allow specified data that is hosted on the contravention system to be accessed from the SAP or alternate

future systems with a view to draw transactional data, management information and statistical data directly via the SAP system.

13.7.24 Any interfaces where peering is required and approved, which requires outbound communication to the internet must go out via a proxy server.

13.7.25 The contravention system software must have the capability to be patched and or updated remotely where a thick client user interface is in use.

13.7.26 The contractor must install and maintain a Quality Assurance environment to be hosted within the City data centre.

13.7.27 Tenderers must note the information in the IT Architectural Section below and provide comprehensive information as requested:

IT Architectural Section

1. INTRODUCTION

The IT Architecture section serves three purposes:

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

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

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

2. SECTION A: GENERAL ARCHITECTURAL STANDARDS

2.1 Current City of Cape Town's Information Technology Environment

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

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

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

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

	ArcGIS Server	ArcGIS version 10.7.1
Authorisation & Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)

	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.7.1
Portal/Web Hosting	Microsoft	Windows 2016+ Server Running IIS 8.5 as the minimum standard
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTP 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 6 (minimum standard)
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript, ArcGIS API for JavaScript 3.x/4.x, ArcObjects C# SDK 10.7.1, ArcGIS Pro SDK, WCF nd Web API Services, REST and .NET 4.7.1 (Minimum Standard)
Middleware/ Integration	Microsoft	ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST

	SAP	SAP Process Integration 7.4 (minimum standard) GEO.e – Integration of Transport assets with SAP PM and FI
	ArcGIS	Esri Mediator – Integration of PVC objects wit SAP LUM, ArcGIS Desktop 10.7.1 Addins, Web API, WCF, GIS iSAP Portal, ArcGIS API for JavaScript 3.x/4.x
Front End Services & Endpoint computing	Microsoft	Windows 10 64 bit Professional Office Professional Plus 2016 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader, SharePoint Workspace} MS Edge (Chromium) as the minimum standard browser Exchange 2016 (Email) Skype for Business 2016 - Instant Messaging, Video Conferencing (minimum standard) SharePoint 2016 (minimum standard)
	SAP	SAP GUI 7.70 (minimum standard)
	ArcGIS	ArcMap 10.7.1 Suite ArcGIS Pro 2.92 (minimum standard)
Supported File transfer Protocols	Secure File Transfer Solution (SFTP), FTPS	

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)
Cyber Security, Fixed Networks Security	Firewalls	Palo Alto

Network Minimum Standards

- The City's network is spread over a wide geographical area which runs on a MPLS network.
- Desktops typically have a 100Mbps LAN connection, while WAN connections vary between 28.8Kbps to 1Gbps (a typical WAN connection is 64Kbps)
- Servers in the datacentres are linked to a minimum of 1 Gbps of connectivity

Desktop Hardware Minimum Standards

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

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

Further Compulsory Standards

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

1. IP protocol only on the network
2. The use of Secure Transport Layer Security (TLS) version 1.2 between all application components
3. Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
4. Separate database and application server architecture.
5. ODBC or OLEDB connections between applications and databases
6. Full relational database design, using stored procedures.
7. All DLLs must be wrapped as COM+ objects (preferably written in .NET)
8. .Net Framework to be used in order to fully support TLS version 1.2
9. Scheduled events via DTS on SQL Server.
10. Application security (i.e. user accounts) at the application or database level (not at the OS level)
11. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
12. Solution must function within a Microsoft Managed Environment
13. PC thick clients must not function requiring administrative rights
14. PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
15. Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
16. All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
17. No direct connections to the internet will be permitted - in the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy.

18. Outbound internet connections allowed via **proxy only** on HTTPS on port 443
19. Webserver Software (Tomcat/Apache etc) must have all vendor provided security patches to known CVEs applied.
20. All open source components/dependencies used by applications must comply with all/if any licensing requirements.
21. Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.
22. The City's IS&T password management Standard Operating Procedure be adhered to where applicable.
23. The City's IS&T Network Access Standard Operating Procedure be adhered to where applicable.
24. Ensure that industry best practises are followed regards to general Change and/or User Management processes.
25. Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK or licensing must be provided by the service provider for licenses version.
26. All system related configuration files on desktops or servers must be encrypted especially connection strings. It is preferred that all configurations are hosted inside the relevant databases used.

Further Preferred Standards

The following IS&T ARCHITECTURAL standards are preferred:

1. Application Solutions hosted on Microsoft Platforms
2. Web applications rather than thick client/server applications
3. If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
4. Application architecture to be modular, and -tiered
5. Version control to be used for all application layers, and release management to include detailed release notes
6. The ability to co-exist with other 3rd party applications on the same hardware.
7. Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above
8. Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises
9. If thick client applications are used, the application must be installed under program folders.
10. If application is installed on the server, the application software must be installed on an alternate drive to the C:/ drive.
11. User and access controls which forms part of security of the application, it is preferred that the configuration be managed by the database and not by configuration files.
12. It is preferred to utilise multi-factor authentication where advanced security is required for applications. E.g. Financial related applications

Further Non-Supported Standards

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

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

SECTION B. ARCHITECTURAL AND TECHNICAL QUESTIONS

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

Technical Architecture and Platforms

a) Provide a system diagram (show servers, workstations and network topology)

b) Provide an application Architecture diagram (show application modules and databases) (the above two diagrams may be combined if appropriate)

c) Briefly describe your architecture (where applicable) in terms of the points below:

2 tier Client/Server (via ODBC/OLEDB)	The iForce solution makes use of a combination of 2 and 3 tier configurations as described below Please refer to bid submission Section 4.2 Application Architecture for more detailed information
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3 Tier Client/Server (via ODBC/OLEDB)	The IForce solution makes use of a combination of 2 and 3 tier configurations as described below Please refer to bid submission Section 4.2 Application Architecture for more detailed information
A combination of the above if applicable	Please refer to bid submission Section 4.2 Application Architecture for more detailed information

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

I. Web (Preferred)	Yes, the secure web portal exists for the majority of the solution management, configuration, queries, general court and enforcement management and reporting functionality Please refer to bid submission Section 4.2 Application Architecture for more detailed information
II. Thick (e.g. 64 bit executable/other)	Yes, some functionality is provided as provided as thick applications. This includes the Scanning, Capturing, Verification and Adjudication components. Please refer to bid submission Section 4.2 Application Architecture for more detailed information
III. A combination of the above if	Yes, both web-based as well as thick client applications are in use, as detailed above Please refer to bid submission Section 4.2 Application Architecture for more detailed information

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

Yes, .NET Version 4.8.1

d) Specify any middleware used or required.

No middleware utilized in the proposed solution

e) Specify any Document Management functionality provided or required.

All documents (generated and submitted) are securely stored and managed within the solution's Evidence Management Repository and made available to the required functions and users from there

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)

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

II. Which open standards do you comply with? (xml, flat file)

XML, JSON, HTTP

III. Please furnish your SAP certificate of approval if you have one.d) **Microsoft Exchange**I. Email Notifications

Hosted MS Exchange Online Platform

II. Other

Hosted Weimall Platform

e) **Web hosting**I. Web Services

via defined REST APIs

II. Page Wrapping

Not applicable

III. API

Various APIs are in place and available for consumption

f) **ESRI GIS**I. Which ESRI modules you will be using?

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

II. Which ESRI interfaces you will be using?

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

III. If you are not using ESRI modules, please describe the alternative GIS you are proposing?

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

- 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 64kops network connection be like?)

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

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

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

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

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

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

Please refer to bid submission Section 4.2 Application Architecture for more detailed information

Security

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

Yes, Ports 443, 80, 60001, 60002 and Port 1521.

- b) Are there any special routing requirements?

Routing via Remote MPLS

c) What network protocols are used?

TCP: Port 443; TCP: Port 80; TCP: Port 60001; TCP: Port 60002; TCP: 1521 (Oracle); FTP: Port 21; Telnet: Port 23; RFC: Port 5096

d) Is there any encryption of data used? Explain

Yes. Via a Secure Point-to-point MPLS connection

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

Various access levels:
 • OS level: Local User authentication is credential (username, password) based
 • Network directory level: Local network user authentication is credential (username, password) based
 • Database level: User authentication is credential (username, password) based
 • Application level: User authentication is credential (username, password and computing hardware id) based. Access is restricted based on assigned role and associated functions. These functions are grouped into roles and assigned within the Oracle User Management Configuration Portal.
 • API level: User authentication is token based. Access is restricted on the type of user, e.g. Internal or external. A session token is created by a HTTP POST request to the Integration Gateway. A subsequent API requests needs to include the session token in the request header. A session token is only valid for 8 hours

f) Briefly describe the user roles and profiles.

User accounts are created by administrative users with access to the user creation function in the user management component. Users are assigned roles and functions based on their responsibilities with regards to the convention solution.
 All user actions are logged for the purpose of audits both on a user and transactional level and these logs can be viewed as part of a transaction history as well as user management audit reports.
 The user passwords adhere to the IT Networks Password Policy and the user details will be protected as part of the Data Protection Policy

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.

City of Cape Town IT will need to create the necessary VLANs and provide TMT IT with the service ports. Deployment and rollout of system infrastructure will be done by TMT IT and supported by TMT. City to provide VLAN parameters and configurations as well as demarcation points / ports of the MPLS connection

Please refer to the submission Section 4.2 Application Architecture for more detailed information.

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

TMT IT will manage the support on the proposed system and ensure connectivity issues are resolved promptly. All calls to be logged with TMT Helpdesk. TMT Helpdesk to do all system related call resolutions.

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.

Skills transfer will be incorporated according to the City's requirement. From an Operational perspective, minimal local skills within the CoCT will be required to support the solution.

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

Yes, local Network Level monitoring is provided and extensive application level monitoring already exist as part of the operational solution procedures.

Licencing and Support agreements

a) Describe the software licencing model

Entire solution developed internally within TMT. All Licences included as part of Tender Price offered.

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

Onsite support provided by Vendor (HP / IBM) as per the 24-hour SLA with vendor manufacturer hardware support. All software maintenance and support to be provided via the TMT Helpdesk located in Cape Town.

Backups & Disaster Recovery (IT Continuity planning)

a) Briefly outline your plan for backups

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Local Failover for Critical Servers will be provided. Symantec Backup Exec - Disk to Disk. These procedures will be monitored by N
Central Suite

b) Briefly outline your plan for Disaster Recovery (IT continuity Planning)
Offsite encrypted replication will be configured and in place for the solution

13.8 SERVICE CENTRE SERVICES (Back Office)

13.8.1 Establishing a Service Centre:

The contractor shall:

13.8.1.1 establish a service centre at conveniently located premises as agreed by the City at least four months before commencement of the contract.

13.8.1.2 bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.

13.8.1.3 ensure that the service centre is operated by the contractor employees during the City's normal office hours, or any other hours as may be agreed between the parties.

13.8.1.4 implement measures to ensure that the service centre operations comply with directives of the City, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures(TCSP).

13.8.1.5 allow the City to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement.

13.8.2 Staffing, sub-contractors and agents:

The contractor shall:

13.8.2.1 appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.

13.8.2.2 provide adequate management expertise and supervision in the service centre to effectively manage all its functions.

13.8.2.3 ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.

13.8.2.4 take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.

13.8.2.5 Ensure that all contractor user application forms is send to the City for noting and or approval for staff that need to gain access to the contravention system or where staff is removed from the system.

13.8.2.6 Ensure that a documented process is provided to the City on how administrative access is granted to the contravention database and underlying operating systems.

13.8.2.7 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorised by the City to do so.

13.8.2.8 Provide a minimum of 1 (one) staff member to be based at the City's Joint Venture office to assist with administrative tasks related to the contravention tender for a period of 60 months at no cost to the City.

13.8.3 Functions to be performed by the Service Centre:

The contractor shall:

13.8.3.1 automatically update the contravention system by importing offence records from camera related offences which includes offences generated by the Average Speed Over Distance systems and the Bus Lane Enforcement system.

13.8.3.2 capture offences recorded using any of the City's video systems, including portable video cameras, fixed video cameras, vehicle mounted video cameras, or video cameras carried or worn by officers, and generating the Section 341 notices to be sent to offenders.

13.8.3.3 automatically update the contravention system by importing offences electronically recorded by officers using hand held units.

13.8.3.4 provide suitable document scanning, printing equipment (that complies with business requirements) and toner cartridges at designated City offices to enable scanning of handwritten fines and other documents for electronic transmission of the scanned images to the Service Centre for data capturing from the images through the use of a document management system at no cost to the city. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the contractor and the City. These documents may include representations received, change of offender and correspondence.

13.8.3.5 ensure that scanned images of handwritten fines and any other scanned documents, as well as copies of fines recorded by hand held units, are indexed and appended to the corresponding fine record on the contravention system and that the images of all scanned documents can be accessed from the enquiry facility of the contravention system. Apart from the handwritten fine, the other documents may include representations received, change of offender received, returns of service, warrants of arrest and correspondence pertaining to the fine. A video clip of the offence must similarly be appended if the City in consultation with the contractor deems it feasible.

13.8.3.6 Capture the data related to the following within 5 working days of receipt at the Service Centre:

13.8.3.6.1 Section 341 notices issued

13.8.3.6.2 Section 56 notices issued

13.8.3.6.3 Representations received from offenders

13.8.3.6.4 Representation results

13.8.3.6.5 Authorization of Warrant of Arrest

13.8.3.6.6 Name and address changes

13.8.3.6.7 Change of offender detail

13.8.3.6.8 Return of Service of summonses

13.8.3.6.9 Execution of Warrant of Arrest

13.8.3.6.10 Court case results

13.8.3.7 establish a facility for the exchange of files between the contravention system and the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contravention system accordingly.

13.8.3.8 ensure that the contravention system is capable of processing a change of offender for a case for which a warrant of arrest has already been issued, by producing a summons for the new offender and allowing all subsequent steps following the production of a summons. The system should allow only one such change of offender even if this also results in a warrant of arrest.

13.8.3.9 ensure that the contravention system has a facility for automated change of offender for use by proxies of companies and other fleet owners. This facility should be designed to ease the process of changing the details of the offenders where fines are recorded against the proxy or fleet owner.

13.8.3.10 ensure that the contravention system allows only two change of offender per fine, unless the offender has appeared in court when a second change of offender may be allowed.

13.8.3.11 ensure that the contractor system allows court cases to be set down, or remanded to court dates prior to and including the current day. This is to allow for a delay in the capturing of court results and to cater for arrested people to be added to the court roll on the same day as the arrest.

13.8.3.12 generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:

- 13.8.3.12.1 Section 341 notices (camera mailers) within 30 days of offence date.
- 13.8.3.12.2 Notification of No Admission of Guilt Offences within 30 days of offence date.
- 13.8.3.12.3 Notification of Red Light Violation offences within 30 days of offence date.
- 13.8.3.12.4 Notice Before Summons (2nd notice)
- 13.8.3.12.5 Warrant of Arrest notices
- 13.8.3.12.6 Representation acknowledgement letters
- 13.8.3.12.7 Representation reply letters including result of representation
- 13.8.3.12.8 Confirmation of Change of Offender letters
- 13.8.3.12.9 General letters as per templates specified by the City.
- 13.8.3.12.10 Any other documentation required for the successful operation of the Service Centre

13.8.3.13 ensure that the layout, design and content of any documentation produced by the contravention system and sent out to the general public or the Courts are approved in writing by the City before being printed.

13.8.3.14 include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.

13.8.3.15 generate, print and process the following Court related documentation per court:

- 13.8.3.15.1 Section 54 Summonses with automated clerk of court watermark stamp

13.8.3.15.2 Court Rolls with listed control documents and returns of service, as well as pre-prepared warrants of arrest forms

13.8.3.15.3 Section 341 Control Register

13.8.3.15.4 Section 56 Control Register plus control documents from fines recorded by hand held devices

13.8.3.15.5 Section 54 Control Register

13.8.3.15.6 Section 341 Spot Fine Register

13.8.3.15.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register

13.8.3.15.8 Admission of Guilt Register with listed control documents and Pro Formas

13.8.3.15.9 Contempt of Court Payment Register (J114) and Pro Formas.

13.8.3.15.10 Warrants of Arrest including "double contempt" warrants of arrest.

13.8.3.15.11 Warrant of Arrest Register and stickers with warrant of arrest numbers, case numbers and notice numbers (to be attached to the warrant of arrest forms that were preauthorised by the magistrate on the day of the court sitting)

13.8.3.15.12 any other Court related documentation that may be required by the Courts or the City.

13.8.3.16 prepare daily 'mail bags' containing all documentation for dispatch to the City's various courts and offices managing the court administration of the respective courts.

13.8.3.17 provide a courier service that will ensure that mail bags, documents and packages are transported, on a fixed daily round, between the contractor's premises, the various courts and the various City offices that manage the administration of the respective courts.

13.8.3.18 provide the City with a facility to draw management information and statistics from the contravention system and/or provide the management information and statistics on request or periodically. The format and frequency of the statistics will be as specified by the City and may include the following:

13.8.3.18.1 detailed analysis of offences per category (e.g. sections 56, 341, camera, bus lane, ASOD, etc.) showing the number of offences issued per month, values, actual payments, success rates, withdrawn and number of outstanding offences.

13.8.3.18.2 Comparison of monthly offence volumes.

13.8.3.18.3 Numbers and value of payments received by the City and income generated.

13.8.3.18.4 The number and value of fines reduced versus the number and value of fines originally issued.

13.8.3.18.5 Status of all offences at the various processing stages.

13.8.3.18.6 Month by month statistical analysis of offences committed per suburb.

13.8.3.18.7 Representation results showing "proceed", "withdrawn", "reduced" separately per court.

13.8.3.18.8 The number and value of cases withdrawn or reduced per authorising official and/or system user in a specified period and giving a breakdown of the reasons for withdrawals.

13.8.3.18.9 Outstanding representation results.

13.8.3.18.10 Officer statistics and productivity.

13.8.3.18.11 Number of summonses served personally and non-personally and not served.

13.8.3.18.12 Detailed analysis and number of officer errors on handwritten notices and hand held device notices.

13.8.3.18.13 Offenders or vehicles with the most outstanding fines or warrants of arrest ("Top offender reports").

13.8.3.18.14 Number of first appearances per court per month.

13.8.3.18.15 Number of cases struck off the roll per court per month and reasons if available. 13.8.3.18.16 Number and value of withdrawals/reductions per court/authorising official/user per month.

13.8.3.18.17 Number of warrants of arrest authorised, printed and delivered per court per month, as well as number of warrants on hand and pending.

13.8.3.18.18 Total revenue accrued per court per month.

13.8.3.18.19 Number of "double contempt" per court per month.

13.8.3.18.20 Number of remanded cases per court per month.

13.8.3.18.21 Daily and monthly reports on all fine payments on the system, detailing the origin of the payment; receipt number, amount, date and time of payment, notice number and other relevant details.

13.8.3.18.22 Monthly age analysis report indicating if notices were posted within 30 days or not as prescribed by the Director of Public Prosecutions (DPP)

13.8.3.18.23 Any other statistics or reporting that may be required by the City.

13.8.3.19 Ensure that general housekeeping procedures are established and performed in respect of the contravention system including, but not limited to the following:

13.8.3.19.1 Creating a daily backup of all data and images captured on the contravention system to be made available to the City on request.

13.8.3.19.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the City and to be made available to the City on request.

13.8.3.19.3 Ensure the compilation of a documented and approved backup and disaster recovery plan in line with city standards and prescripts which should also indicate how annual failover tests will be performed. The plan to be made available within one month after the commencement of the contract or within a timeframe as agreed to by the City and should be communicated with all relevant stakeholders.

13.8.3.19.4 Performing system administrator duties such as registering and terminating of users on the system (i.e. server/ web administrators etc.) and assigning user rights.

13.8.3.19.5 Ensure that where applicable, the default Database Administrator Account(s) (i.e. SQL, Oracle etc.) are disabled and unique identifiable users are created and that their activities are monitored and reviewed. Periodic review of access to the Database system administrator account(s) (i.e. SA Account) to be conducted and reported to the City on a monthly basis or at intervals as agreed by the city.

13.8.3.19.6 Ensure that local windows administrator accounts are disabled or renamed as per industry best practice and that unique user names are created for each system administrator that requires operating system access to the servers hosting the contravention system. Ensure the periodic review of privileged access to the contravention system is performed and reported to the City on a monthly basis or at intervals as agreed by the city.

13.8.3.19.7 Ensure that dormant user accounts are disabled or removed from the system.

13.8.3.19.8 Ensure that the contravention system password policy is in line with city's password management standards.

13.8.3.19.9 Ensure that a documented process for any changes to the system is implemented which should include approval by the City before any enhancements is developed and implemented. The contractor must ensure that release notes are maintained for every change to the system according to industry best practises.

13.8.3.19.10 Ensure that documented User Acceptance Testing is performed before the implementation of the production system and before any new approved changes is implemented.

13.8.3.19.11 Performing regular, scheduled history runs to finalise redundant cases on the system.

13.8.3.19.12 General housekeeping and maintenance of the system.

13.8.3.20 ensure that the contravention system is fully auditable and able to produce reports and on screen logs of all activities on the system for each offence. The activity logs should include the time and date of the event, the user who performed the activity, and the nature of the activity. Logged events should include enquiries performed on the system and changes, additions and deletions of any status or data element by any user, systems administrator, or system transaction. These activity logs should also be available per user.

13.8.3.21 ensure that the contravention system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.

13.8.3.22 supply all officer books (Section 341 and 56) for use by the officers of the City at the cost of the contractor.

13.8.3.23 ensure that the layout, design and content of the officer books are approved in writing by the City before any books are printed.

13.8.3.24 ensure that sufficient stocks of officer books are available at all times for distribution to the City's officers.

13.8.3.25 ensure that the contravention system provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups, monitoring of notices handed in by individual officers, monitoring the notices captured, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer, controlling the number of books in possession of an officer at any one time.

13.8.3.26 ensure that the contravention system caters for the allocation of number ranges to be used when fines are recorded electronically by way of hand held units or the like. Ensure that the number ranges comply with the prescripts of the City.

13.8.4 Summons serving:

The contractor shall:

13.8.4.1 ensure that the contractor system produces a Section 54 summons for every Section 341 notice that becomes eligible for summoning and that was not finalised beforehand by other means.

13.8.4.2 ensure that at least thirty percent of summonses produced by the contravention system are successfully served inside and outside the boundaries of the City in strict compliance with all applicable legislation, judicial guidelines, authorisations and directives from the City. The percentage specified in this clause may be reviewed as necessary and a different percentage may be agreed between the City and the contractor in writing.

13.8.4.3 ensure that summonses are served within 8 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the City.

13.8.4.4 appoint an adequate number of serving agents inside and outside the boundaries of the City to serve the summonses generated by the contravention system in compliance with clause 13.8.4.2. By prior arrangement with the City, these serving agents may also include officers and officials of the City.

13.8.4.5 ensure that serving agents appointed to serve summonses within the boundaries of the City are duly authorised and approved by the City to do so and that all prerequisites for such appointments, as specified by the City, are met. These prerequisites may include the provision of approved training, the possession of recognised certification of training, proof of a clean criminal record, submission of identification, qualifications, curriculum vitae and other documentation or requirements specified by legislation or the City.

13.8.4.6 ensure that serving agents appointed to serve summonses on behalf of the City in areas outside the boundaries of the City are duly authorised by the applicable local authorities to do so.

13.8.4.7 pay the fees of the serving agents for summonses served.

13.8.4.8 ensure that the contravention system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance.

13.8.4.9 take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorisations and the law.

13.8.4.10 investigate any allegation of fraudulent summons serving fully, provide the City with a comprehensive report on the findings of such an investigation and ensure that, where fraud is proven, the serving agent is dismissed and no longer used to serve summonses on behalf of the City, and that a charge is laid against the person at SAPS.

13.8.4.11 administer all summonses and the allocation thereof to serving agents, provided that the City's duly appointed Assistant Clerks Of The Court will be responsible for authorising all summonses produced by the contravention system.

13.8.4.12 ensure that the summonses produced by the contractor system include a watermark stamp with the name of the court and the date as well as a space where the Assistant Clerks Of The Court can sign. Electronic signing pads to be provided as per the need of the city at no cost to the city.

13.8.4.13 facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the City.

13.8.4.14 provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks.

13.8.4.15 allocate specific summonses to be served by officers of the City as and when requested to do so by the City.

13.8.4.16 make duly authorised staff and equipment available at specific point/buildings to serve summonses when enquiries are made on outstanding fines.

13.8.5 Offender tracing:

The contractor shall:

13.8.5.1 establish and operate facility within the Service Centre which shall be utilised to perform all or some of the following functions as may be agreed with the City:

13.8.5.1.1 Trace offenders with inaccurate address details.

13.8.5.1.2 Update contravention system with change of offender details.

13.8.5.1.3 Remind offenders of upcoming court dates.

13.8.5.1.4 Notify offenders of warrants of arrest authorised.

13.8.5.1.5 Any other activity that may be necessary to assist or trace offenders.

13.8.5.2 ensure that telephone calls to offenders are conducted in accordance with scripts approved by the City.

13.8.5.3 ensure that the City approves the content of any mms', sms's, letters, notices or other communication sent or delivered to offenders or the public.

13.8.5.4 trace offenders who cannot be reached by introducing and utilising innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.

13.8.5.5 send bulk sms's and mms' to offenders whose cell phone numbers are available to alert them that fines have been issued, court dates are imminent, warrants of arrest have been authorised, etc., as agreed to by the City.

13.8.5.6 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.

13.8.5.7 utilise the confirmed particulars in the offender database for the production of notices and summonses as agreed by the City.

13.8.5.8 make the offender database available to the City on request, periodically or through an interface.

13.8.5.9 ensure that the contravention system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.

13.8.5.10 ensure that the contravention system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.

13.9 PAYMENT FACILITIES

The contractor shall:

13.9.1 ensure that the contravention system is adapted to interface directly with the City's cash receipting system to allow payment of fines and contempt of court amounts related to warrants of arrest, online, real-time, after electronic validation of the fine amount and contempt of court amount on the contravention system and electronic updating of the contravention system with payments so taken.

13.9.2 as and when requested by the City, ensure that the contravention system is adapted to interface directly with the systems of any of the City's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines, online real-time, after validation of the fine payments on the contravention system, electronic updating of the contravention system with fine payments so taken.

13.9.3 work with the City to enable the introduction of new methods and innovations in the way that fines can be paid and ensure that the contravention system is adapted to allow fine payments via any new payment channel that the City wants to introduce such as Snapscan, credit/debit cards and the like. The tenderer to provide a development/QA IT environment to facilitate the above.

13.9.4 ensure that the contravention system allows the online real-time cancellation of fine payments taken via the City's cash receipting system or any of the City's third party payment agents.

13.9.5 provide the City with a daily electronic report giving details of all payments updated in the contravention system. The report should separately list the payments received via each of the City's third party payment agents as well as the City's cash receipting system.

13.9.6 if it is discovered that fine payments have been recorded on the contractor system in error (e.g. which occurred due to a technical problem or duplication) resulting in the contractor having received fees to which it is not entitled, the contractor shall immediately notify the City and undertake to forthwith investigate the erroneous payments concerned. If it is established that an error indeed occurred, the contractor shall refund the City with a credit note on the next monthly invoice for contractor fees.

13.9.7 ensure that the adaptation of the contravention system as envisaged in this tender is commenced immediately upon awarding of the contract and is carried out in close cooperation with the City and within the timeframes agreed to by the City for implementation upon commencement of the contract.

13.9.8 provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and images must be available on the website as soon as the first notification is sent to the offender.

13.9.9 ensures that the contravention system allows the payment of "fresh fines" i.e.: fines that has not yet been captured into the system. The latter functionality should include provision of allowing for reduced "fresh fines" as well.

13.9.10 under no circumstances accept money on behalf of the City except where the contractor is appointed as a payment agent for the City in terms of a separate agreement concluded with the City.

13.9.11 ensure that the necessary system driven checks and balances are in place to prevent incorrectly captured vehicle registration numbers.

13.9.12 The system needs to provide for notice numbers to be in line with the city's requirements for numeric and alpha numeric numbers as for notices and to the length of the notice number including separator characters like forward slash. The system should be developed for future numbers to be used as well.

13.10 WARRANT OF ARREST ADMINISTRATION AND ROADBLOCK SUPPORT

13.10.1 Central Warrant of Arrest Office

The contractor shall:

13.10.1.1 establish and maintain a Central Warrant of Arrest Office at premises agreed to by the City, where all warrants (not distributed for execution) are managed, administered and stored until finalised.

13.10.1.2 allocate warrants of arrest to officers of the City for execution.

13.10.1.3 ensure proper record keeping and control over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.

13.10.1.4 ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contravention system.

13.10.1.5 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the City's officers dealing with warrants of arrest.

13.10.1.6 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.

13.10.1.7 ensure that sufficient staff is provided for the work associated with the placing and removing of "administrative marks" on the NaTIS system which prevents individuals with warrants of arrest from transacting with that system.

13.10.1.8 ensure that all warrants of arrest and summons returns of service (successfully served) are scanned within 5 working days of receipt from the court or the summons server respectively.

13.10.1.9 ensure that the database of scanned documents is indexed, maintained and synchronised with the corresponding data on the contravention system at all times and

13.10.1.10 explore and implement an integration platform for the automatic removal of a NaTIS block or administrative mark on NaTIS after fine and or contempt of court payments has been received.

13.10.1.11 Provide a minimum of 6 (six) staff members to assist at the courts with administrative tasks related to warrants of arrest.

13.10.2 Roadblock Support Vehicles:

13.10.2.1 The contractor shall make available up to 5 (five) roadblock support vehicles for use by the City as and when requested. The roadblock support vehicles shall:

13.10.2.1.1 be equipped with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.

13.10.2.1.2 be equipped with facilities for online enquiries on the contravention system and the viewing of camera images at the roadside.

13.10.2.1.3 be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.

13.10.2.1.4 be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons. The contractor shall provide summons servers and support staff as and when requested for serving of summonses at roadblocks.

13.10.2.1.5 be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.

13.10.2.1.6 be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.

13.10.2.1.7 be driven to and from roadblock sites by contractor staff and be manned by sufficient contractor staff on site to operate the ANPR systems and other systems on board, alert officers to wanted vehicles, make enquiries on the contravention system print and fax copies of documents, and generally support the City's enforcement staff during the full duration of any roadblock.

13.10.3 ANPR vehicles:

13.10.3.1 The contractor shall provide, as and when required by the City, a minimum of 10 (ten) vehicles equipped with Automatic Number Plate Recognition systems (ANPR vehicles). The ANPR vehicles will be made available as and when required by the City at no additional cost to the city. The ANPR vehicles and associated equipment shall:

13.10.3.1.1 be of a suitable make and model and functionality as agreed to by the City.

13.10.3.1.2 be branded by the contractor according to specifications supplied by the city at no cost to the city.

13.10.3.1.3 be fitted with an in-car camera surveillance system capable of recording, for evidential purposes, clear video and audio footage of events taking place inside and in front of the vehicle when activated by an officer.

13.10.3.1.4 be fitted with two on-board ANPR cameras and detection systems which must:

- a) be capable of being operated whilst driving the patrol vehicle.

- b) be capable of scanning passing, parked or approaching vehicles to the left and to the front of the patrol vehicle.
- c) be capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time.
- d) be capable of detecting vehicles marked on the NaTIS system as unlicensed or un-roadworthy by linking to the NaTIS system in real time.
- e) be capable of detecting vehicles marked on SAPS database as stolen or sought/wanted for other reasons by linking to the SAPS database in real time.
- f) be capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert.
- g) be capable of recording a colour overview image of each vehicle read.
- h) be capable of selecting or de-selecting one or more of the databases
- i) used for detecting vehicles, as well as the NaTIS system and/or SAPS system.
- j) be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences against a vehicle or person.

13.10.3.1.5 be equipped with a suitable printer and be capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.

13.10.3.1.6 be capable of automatic (via ANPR) as well as manual enquiries via a keyboard for both registration number and ID number.

13.10.3.1.7 be capable of producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers.

Radio Query Facility:

13.10.3.2 The contractor shall provide a daily update of specified information from the contravention system for hosting on a database operated by the City's Radio Section. The purpose is to allow officers to access the information via their Wireless Application Protocol (WAP) enabled radios. The facility shall:

13.10.3.2.1 allow an officer to enter search criteria such as an ID number and/or offence code on his/her WAP enabled radio.

13.10.3.2.2 retrieve the required information from the database operated by the City's Radio Section and display the information on the radio within seconds.

13.10.3.2.3 display the number of outstanding warrants on hand/not on hand in the Central Warrant Office against the ID number entered.

13.10.3.2.4 display the number of offences, of the type denoted by the entered offence code, that were previously finalised on the contravention system against the ID number entered.

13.10.3.2.5 be developed in cooperation with the City's Radio Section and/or its service providers according to specifications agreed to by the City.

13.10.4 Portable warrant query and printing units:

13.10.4.1 The contractor shall provide, as and when required by the City, portable units to be used in officers' patrol vehicles for enquiries on the contravention system and production of copies of warrants of arrest at the roadside. The portable systems shall:

13.10.4.1.1 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences and warrants of arrest against a vehicle or person.

13.10.4.1.2 be fitted with a suitable printer and be capable of immediate displaying and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.

13.10.4.1.3 not be permanently fitted to officers' patrol vehicles, but be capable of easy swopping between vehicles.

13.11 OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT

In the event that the AARTO Act is implemented in the City before, or during the term of this tender, the contractor shall also have the following obligations:

13.11.1 In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:

13.11.1.1 cooperate with the City to implement AARTO and comply with any reasonable instruction received from officials of the City in this regard.

13.11.1.2 establish with the assistance of the City a secure network connection and interfaces to the NaTIS that will allow the contractor to perform AARTO-related transactions on the National Road Traffic Offence Register (NRTOR).

13.11.1.3 devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's NaTIS users, network connections to the NaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the City.

13.11.1.4 ensure that all contractor staff who are utilised for AARTO are adequately trained to perform their functions and that those staff that are using the NaTIS system are, with the assistance of the City, duly registered as NaTIS users with the correct authorisations and system profiles.

13.11.1.5 upload all camera infringements and offences from the contractor's Local Contravention Management System (LCMS) to the NRTOR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data, associated images and patch plates of the vehicle number plates will be uploaded to the NRTOR and the infringement numbers returned by the NRTOR will be recorded against the relevant violations on the LCMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

13.11.1.6 upload all infringements generated from hand held devices from the contractor's Local Contravention Management System (LCMS) to the NRTOR.

13.11.1.7 provide the City with access to the data uploaded to the NRTOR on request or periodically.

13.11.1.8 upload all AARTO 02 and AARTO 32 notices that may be issued at weighbridges by the City and/or the Provincial Traffic Department onto the NRTOR in accordance with the relevant SOP's.

13.11.1.9 perform the following functions in accordance with the relevant SOP's and under the direction of the City:

13.11.1.9.1 Managing NaTIS/NRTOR user administration of contractor user's.

13.11.1.9.2 Managing infringement notice books bulk orders on the NRTOR if possible.

13.11.1.9.3 Capturing handwritten infringements (AARTO 01 and AARTO 32).

13.11.1.9.4 Capturing notices of summons to be issued for offences (AARTO 33).

13.11.1.9.5 Capturing unattended vehicle notices (AARTO 31).

13.11.1.9.6 Updating infringements on the NRTOR.

13.11.1.9.7 Uploading camera infringements on the NRTOR (AARTO 03).

13.11.1.9.8 Uploading and scanning of all AARTO documents.

13.11.1.9.9 Querying infringements.

13.11.1.9.10 Reprinting infringement documents.

13.11.1.9.11 Receiving, recording and processing of AARTO elective options applications.
(Excluding over-the-counter transactions which will be done by the City)

13.11.1.9.12 Recording offences and their outcomes on the NRTOR.

13.11.1.9.13 Any other function that can be performed by the contractor as directed by the City.

13.11.1.10 establish the interfaces necessary to allow AARTO payments to be taken via the City's cash receipting system and the City's third party payment agents and for such payments to be validated and recorded on the NRTOR in real time, if required by the City.

13.11.1.11 record unacceptable cheques/RD cheques on the NRTOR.

13.11.1.12 if applicable, manage court processes in accordance with the AARTO SOP's and in consultation with the City:

13.11.1.12.1 Where persons elect to be tried in court if applicable.

13.11.1.12.2 Where cases originate from offences. 13.11.1.12.3 Record offences on the NRTOR

13.11.1.12.4 Allocate courts and court dates.

13.11.1.12.5 Generate and prepare summonses.

13.11.1.12.6 Serve summonses through summons servers authorised by the City.

13.11.1.12.7 Generate and prepare court rolls.

13.11.1.12.8 Update outcomes of court proceedings on NRTOR.

13.11.1.12.9 Record arrests.

13.11.1.13 print AARTO reports, management information and statistics for the City.

13.11.1.14 record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.

13.11.1.15 facilitate the creation of the City's print files on the NRTOR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO legislation and SOP's.

13.11.1.16 send infringement notices to infringers in the manner prescribed or permitted by AARTO legislation and SOP's, (including via electronic means if allowed).

13.11.1.17 not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.

13.11.1.18 in consultation with the City, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the City.

13.11.1.19 adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced, or to comply with any requests from the City in this regard.

13.11.1.20 make provision for proper book management of infringement books issued to officers on the NaTIS system.

13.11.1.21 Ensure that the local contravention, operating system/software is compatible with the NaTIS system as it relates to AARTO infringement processing.

13.12 TRANSITIONAL ISSUES

The contractor shall:

13.12.1 take responsibility for all new fines issued from date of commencement of the contract. Legacy fines issued before the commencement date will remain the responsibility of the previous contractor.

13.12.2 continue to process all fines remaining in the contravention system at the end of the contract period in terms of the provisions of this tender until the City decides, in its sole discretion, to terminate the contravention system as it is no longer practical to pursue the fines remaining in the system, whereafter the contractor will have no further claim to fees from unfinalised fines remaining in the contravention system at that point in time. During this period only the basic fee as per clause 13.4.1.3 applicable immediately before the contract expired will be payable to the contractor. No leasing fees will be payable. Annual escalation will be applied to the fee as may be specified in the original contract before it expired.

13.12.3 take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the City.

13.12.4 commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.

13.12.5 submit, in this tender, a firm proposal and commitment to the City on transitional arrangements in the event that a new service provider is appointed at the end of the contract period. The proposal should cover in particular the following:

13.12.5.1 continued use of the contravention system by the new service provider.

13.12.5.2 costs involved for continued use of the contravention system.

13.12.5.3 training and on-going support for the new service provider in the use of the contravention system.

13.12.5.4 licensing of the contravention system software to the new service provider.

13.12.5.5 arrangements for the possible transfer or leasing of hardware associated with the contravention system to the new service provider.

13.12.5.6 arrangements for the possible transfer, selling or leasing of any other infrastructure, equipment, assets, stock, documentation and consumables to the new service provider, including camera systems, ASOD enforcement system, etc.

13.12.5.7 any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the City.

13.13 EMPLOYMENT OF SECURITY PERSONNEL

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

13.14 FORMS FOR CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS				EPWP SUPPLIED								
PROJECT NAME: (6)				PROJECT NUMBER: (6)								
DIRECTORATE:				DEPARTMENT:								
CONTRACTOR OR				CONTRACTOR OR VENDOR								
VENDOR NAME:				E-MAIL ADDRESS:								
CONTRACTOR OR VENDOR				CONTRACTOR OR VENDOR								
CONTACT PERSON:				TEL. NUMBER:								
				CELL WORK								
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
ACTUAL START DATE (YYYY/MM/DD)				ANTICIPATED / ACTUAL END DATE (YYYY/MM/DD) (7)								
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)												
R												

TENDER NO:

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASAKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet of						
No.	(8) First name	(8) Surname	(9) ID number	(9) New Beneficiary (Y/N)	(9) Gender (M/F)	(9) Disabled (Y/N)	(10) Job seeker database (Y/N)	(10) Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Travelling days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
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11												
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20												
0 0 R												
Declared by Contractor or Vendor to be true and correct:		Name				Signature						
		Date										
Received by Employer's Agent / Representative:		Name				Signature						
		Date										

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

TENDER NO. AND DESCRIPTION:

SUPPLIER:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

1 Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	2 R	3	4 B-BBEE Status Level of Prime Supplier	5
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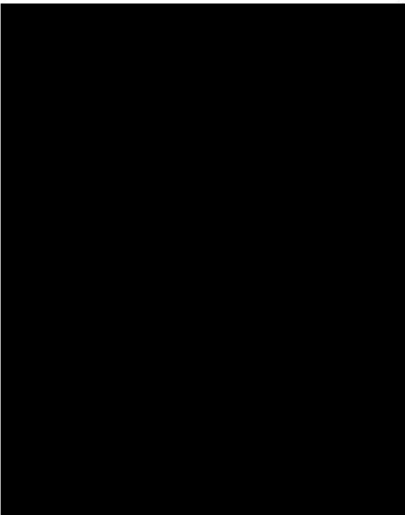
6 Name of Sub-contractor 7 (list all)	8 B-BBEE Status Level 9 of supplier ¹	10 Total value of Subcontract (excl. VAT) ¹	11 Value of Sub- contract work to date 12 (excl. VAT) ¹	13 Value of Sub-contract work to 14 Sub-contractors with a lower BBBEE Status Level than supplier
15 16 Sub-contractor A	17	18 R	19 R	20 R
21 22 Sub-contractor B	23	24 R	25 R	26 R
27 28 Sub-contractor C	29	30 R	31 R	32 R
33 34	35	36	37	38
39 40	41	42	43	44

45	¹ Documentary evidence to be provided	49	51	53	Total:	55	R
46							
47		50	52	54	Expressed		
48				as a percentage of	p*	56	%

Signatures

Declared by supplier to be true and correct: Date:

Verified by CCT Project Manager: Date:



PART 6: SUPPORTING SCHEDULES

8. Pricing Instructions:

- 8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.
- 8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.5 In the **first year** of the period contract, the Contract Price/s **shall be fixed** and not be subject to any contract price adjustment.
- 8.6 The **first year** of the period contract shall be the 12 months from the closing date of tender.
- 8.7 The **second year** of the period contract shall be the 12 month period following the first year.
- 8.8 **100%** of the tendered price will be subject to adjustment **annually** based on the average consumer Price Index (CPI) as follows:

8.8.1 Second year:

Average CPI will be calculated from closure of tender for 12 months, by adding the percentage CPI for the 12 months and dividing by 12 months.

8.8.2 Third year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

8.8.3 Fourth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

8.8.3 Fifth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

8.8.4 Sixth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

8.8.5 Seventh year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

8.8.6 Eighth year

Average CPI will be calculated from the following 12 months, by adding the percentage CPI for 12 months and dividing by 12 months.

Note: Average CPI will be calculated by adding the percentage CPI for 12 months and dividing by 12 months.

PART 7: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO:1359/2022/3

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

TMT Services & 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

I, [REDACTED], representing

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

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

COD ACT Registration Number: [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

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 [REDACTED] on the 26th day of June 2023

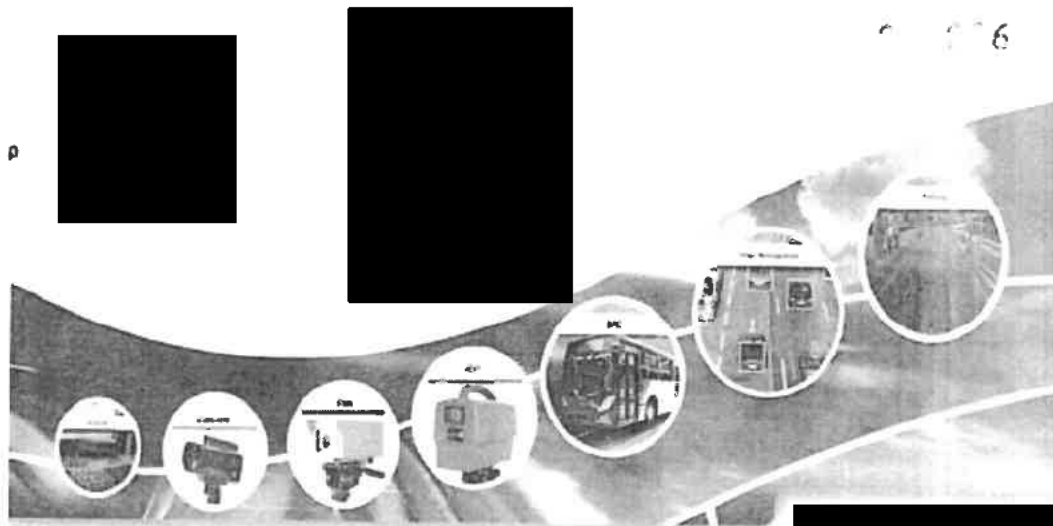
Witness

Signed at Cape Town on the 30 day of June 2023

Witness/

for
City

p



City Of Cape Town
BID NUMBER: 125S/2022/23

Occupational Health and Safety SHE Plan

**THE PROVISION OF FINE CONTRAVENTION SERVICES TO THE CITY
OF CAPE TOWN**

31 October 2022

Submitted by: **TMT Services & Supplies (Pty) Ltd**

CONTACT DETAILS

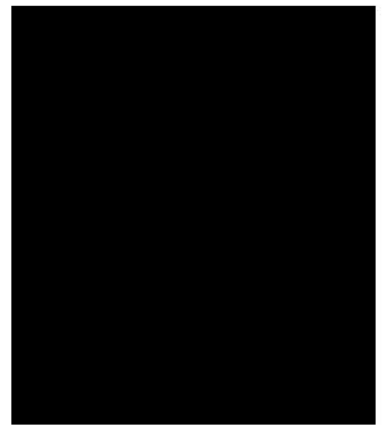
Head Office:

TMT Services & Supplies (Pty) Ltd



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1. Purpose and Scope

The objective of this safety plan is to address the client's specification by identifying the hazards and risks involved with the work associated with this project. TMT Services and Supplies (Pty) Ltd (TMT) will demonstrate how it intends to mitigate hazards identified and ensure that all aspects that should address the identified hazards are properly implemented and managed.

2. References and Guidelines

- Occupational Health and Safety Act 85 of 1993 and the Construction Regulations (GNR.84 of 7 February 2014)
- Compensation for Occupational Injuries and Diseases Act (130 of 1993)

2.1 Definitions:

- Client: Means any person for whom work is performed
- Contractor: **CITY OF CAPE TOWN** Means the Principal Contractor as defined in the Construction Regulations, 2014
- Hazard Identification and Risk Assessment and Risk Control (HIRA):
- Means a documented method that:
 - o Identifies hazards and risks to which persons may be exposed to;
 - o Analyses and evaluates the identified hazards and risks,
 - o And details the control measures and safe work procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction and operation phases.
- Hazard: Means a potential source of harm or adverse health effect on a person or persons.
- Health and Safety Plan (HSP): The content for this document which will be made available on site for inspection by an Inspector, Technical Officer, Agent, Subcontractor, Employee, Registered Employee Organization or Member of the Health and Safety Committee.
- Health and Safety File: Describes the safety file which includes all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and by the Client's Health & Safety Specification on health and safety for the project. The file which shall always be available at the project work site for evaluation.
- Incident: Means any unplanned event or a sequence of events that occurs through a combination of causes and results in serious injury to an individual or multiple person, or serious damage to property; plant or equipment or had the potential to cause serious injury and/or damage to persons and equipment.





3. Responsibilities and Appointments

The responsibility and liability for occupational health and safety will rest with the Chief Executive Officer. The CEO in turn will appoint a 16.2 (In terms of the Occupational Health and Safety Act) in order to assist him.

The 16.2 will prior to commencing the Project/Works appoint, a competent person as full-time Construction Manager for each work site, with the duty of ensuring occupational health and safety compliance.

The 16.2 will also appoint competent construction supervisor(s) for the Site(s), who will be responsible for construction activities and ensuring construction health and safety on site. Depending on the degree of accumulated hazards or risks.

The 16.2 will appoint either a full-time or part-time South African Council for Project and Construction Management Professions (SACPCMP) registered Construction Safety Officer in the control of all health and safety aspects on the Site(s).

The appointed persons will also ensure that any and all hazards are identified and contained in order to provide a safe working environment for all employees.

Persons to be appointed:

All applicable appointments as required by the OHS Act (85 of 1993) and the Construction Regulations (GNR. 84 of 7 February 2014), will be made.

TMT Services and Supplies (Pty) Ltd shall ensure that copies of the appointment letters on site are kept in the safety file. The Health and Safety file will upon request, be made available for inspection by any inspector, subcontractor, the Employer, the Employer's Health and Safety Agent, or employee of TMT Services and Supplies (Pty) Ltd.

The function of the safety, health and environmental representative will include the following:

- Conduct a weekly inspection of the workplace and report thereon to the SHE manager.
- Participate in Incident/Accident investigations.
- Receive reports of hazards and/or suggestions from employees and transmit these to the respective SHE manager.
- Attend OH&S committee meetings (Where required).

4. Copy of the Act

TMT will ensure that copies of the Occupational Health and Safety Act (85 of 1993), as well as the Compensation for Occupational Injuries and Diseases Act (130 of 1993) are displayed in the workplace and readily available on site. Employees and contractors will be informed of the obligations of both the employer and employees in terms of these acts during induction. Signed records will be kept on record and included in project safety files.





5. Workman's Compensation Fund

TMT Services and Supplies (Pty) Ltd is registered with COID and is in Good standing with the compensation commissioner. TMT has a current Letter of Good Standing issued by the Workman's Compensation Fund. See attached Letter of Good standing.

6. Occupational Health and Safety Policy Rules

- TMT's Safety, Health and Environmental (SHE) Policy has been signed by the CEO and a copy is kept in the project Safety files
- The SHE Policy has been communicated to existing employees and contractors and will be communicated to all new staff during their induction training.
- Safety rules must be obeyed at all times. Failure to do so will result in strict disciplinary action being taken.
- TMT's Occupational Health and Safety System is implemented based on the OHSAS 18001:2007 Standard.

7. OHS Organogram

Refer to Annexure A

8. Hazard Identification and Risk Assessment (HIRA)

TMT has conducted a formal quantified Baseline Risk Assessment (HIRA) of hazards and risks associated with its operations. The hazards and risks have been documented, evaluated and preventive control measures implemented to mitigate the consequences of undesirable events.

The hazards, risks and preventive control measures taken are conveyed to the workforce in the form of formal induction training, written safe work procedures and by supervision.

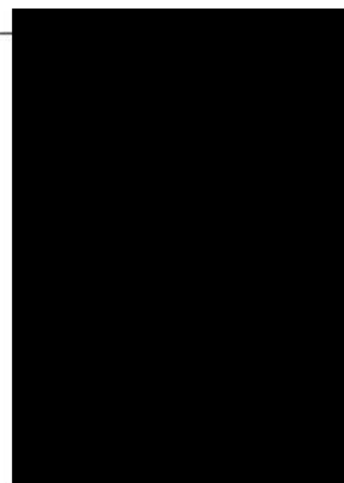
A comprehensive risk assessment of project/site specific hazards and risks will be undertaken prior to commencement of work. On site hazards and risks will be managed by competent, trained managers, supervisors and where applicable construction safety officers.

Project specific hazards and risks will be communicated and managed through site specific induction, safety signage, and activity-based risk assessments (DSTI's), written safe work procedures.

8.1 Monitoring and Review

The TMT baseline risk assessment will be reviewed.

- Annually, or
- When an incident has occurred; or



- When the risk profile of the company has changed through the introduction new hazards or risks.
- Site or project specific Risk Assessment control measures will be continuously monitored by competent on-site project managers, supervisors, and safety officers.

The Site/Project Specific Risk Assessment will be reviewed on a monthly basis as the work progresses or;

- Where changes are affected to the design and/or construction that result in a change to the risk profile; or
- When an incident has occurred.

The TMT Baseline Risk Assessment is attached in Annexure B.

9. Training and Induction

TMT Management regards the safety and health of all its employees to be of the utmost importance. For this reason, the Safety, Health and Environmental policy and procedures will be communicated to all employees and contractors. A signed copy of the policy and relevant procedures will be kept on record and copies placed in the project the safety file.

All employees and management personnel will undergo induction training carried out by the appointed Supervisor, Safety Officer, or SHE Representative at the start of each project and throughout the project as required with the arrival of new employees or visitors to the project/site. Records of such induction training will be kept in the project safety file on site. Each employee, contractor or visitor on site will always be required to carry a valid tag/certificate of induction training on his person while on site.

The Project Safety File which includes records of induction training will be available for inspection by the inspector, the client, the client's health and safety agent or a contractor. To ensure continuous health and safety awareness of employees, regular training and awareness sessions and toolbox talks will be conducted. Topics included in the training and awareness sessions will be related to the tasks currently being performed and to feedback from audits conducted by the Client's Health and Safety Agent. Included in these training and awareness sessions will be the communication of safe work procedures relevant to the tasks being performed by employees present.

Attendance records of all training and awareness sessions will be kept and the signatures of all employees and the competent person presenting training will be shown therein.

Induction training will include at least the following topics:

- Health and Safety Policy
- Health and Safety Plan and Procedures
- Necessity of Health and Safety in the workplace

- Legislation (OHS Act, Construction Regulations and COID Act)
- Risk assessments
- Required personal protective equipment (PPE)
- Reporting of accidents
- Notices and Signs
- Emergency procedure including fire and evacuation procedure
- Safety rules
- Consultation, Communication and Liaison

OH&S Liaison between the Client, the Principal Contractor, the other Contractors, the Engineer and other concerned parties will be through the site meeting where such meetings are conducted.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their Supervisors, Site/Project Safety Officer or OH&S Representatives and toolbox talk's sessions.

TMT will erect a notice board for Occupational Health, Safety and Environmental notices and procedures.

A roll call register will be kept in the file and updated on a daily basis.

10. Emergency Procedures

A formal Site/Project Emergency Procedure will be compiled and communicated by TMT. This Emergency Procedure will be based on the standard procedure. The Emergency Procedure will be communicated to all employees in the form of a weekly toolbox talks. A daily roll call register of employees will be kept in the Site/Project Safety File for emergency purposes. Emergency contact numbers will be included in the information on the emergency procedure. Evacuation routes and Emergency Assembly Points (EAP's) will be identified.

11. Incident Investigation and Reporting

TMT shall as soon as reasonably practicable inform the Client or the Client's Agent of the occurrence of an incident (as defined in the OHS Act) on site.

TMT shall cause every incident/accident to be investigated by the appointed incident investigator. TMT will be responsible for the investigations of all incidents/accidents where employees and/or non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The procedure as described in the *General Administrative Regulations Section 9* will be followed when reporting all *Section 24*

Incidents to the Inspector. *Annexure 1 of the General Administrative Regulations* will be completed and submitted for all *Section 24* Incidents.

TMT shall ensure that the results of all incident investigations are documented and that lessons learned are communicated to all employees and contractors.

TMT shall ensure that the investigation documents are kept on record in accordance with the prescribed requirements as set out in the OH&S Act. Copies of reports and records will also be submitted to the Client and the client's Agent as soon as possible.

An official record-register of all incidents pertaining to recordable (classified) injuries, minor injuries, occupational illness / diseases and environmental incidents are to be kept up to date. The following details as a minimum shall be recorded in this register:

- Date of the incident,
- Incident/reference number
- Name of the injured person,
- Short description of the incident
- Name of witnesses,
- Date the person went off duty (if applicable)
- Date the person came back on duty (if applicable)
- Incident classification i.e. environmental incident, reportable injury, disabling injury, non-disabling injury, first aid injury, occupational illness / disease.

12. Housekeeping

The effectiveness of the safety management system can easily be seen in general site conditions. Good housekeeping practices will be mandatory for all employees and a "CLEAN WHEN YOU ARE DONE" policy will be enforced.

13. First Aid

TMT will provide a first aid box stocked as per the requirements of the General Safety Regulations. If the number of employees on site exceeds 10, a trained, certificated First Aider will be provided.

Contents of the First Aid Box:

- Item 1: Wound cleaner / antiseptic (100 ml)
- Item 2: Swabs for cleaning wounds
- Item 3: Wool for padding (100 g)
- Item 4: Sterile gauze swabs (minimum quantity 10)
- Item 5: 1 Pair of forceps (for splinters) 10
- Item 6: 1 Pair of scissors (minimum size 100 mm)
- Item 7: 1 Set of safety pins

- Item 8: 4 Triangular bandages
- Item 9: 4 Roller bandages (75 mm x 5 m)
- Item 10: 4 Roller bandages (100 mm x 5 m)
- Item 11: 1 Roll elastic adhesive (25 mm x 3 m)
- Item 12: 1 Non-allergic adhesive strip (25 mm x 3 m)
- Item 13: 1 Packet adhesive dressing strips (minimum quantity, 10 assorted sizes)
- Item 14: 4 First aid dressing (75 mm x 100 mm)
- Item 15: 4 First aid dressing (150 mm x 200 mm)
- Item 16: 2 Straight splints
- Item 17: 2 Pairs of large and 2 pairs of medium disposable latex gloves
- Item 18: 2 CPR mouth pieces or similar devices

Control sheets for the first aid boxes on site will be kept in the safety file. Only authorized First Aiders will issue items from the first aid box. They will also ensure that the first aid box is maintained and includes the minimum content as required by the *General Safety Regulations section 3*.

14. Facilities

TMT will provide suitable facilities for employees such as; sheltered eating areas, toilet facilities (1 per 30 employees), fresh drinking water, storage areas for personal belongings, and notice boards for H&S communication to employees.

15. Fire Prevention

All operations carried out on site will be conducted in a manner so as to prevent the risk of fire. Flammable material location/storage, no smoking and no open flame areas will be properly indicated by warning signs.

A sufficient number of persons on site will be trained in the use of fire extinguishing equipment

16. Personal Protective Equipment (PPE)

The use of personal protective equipment is compulsory for all personnel on site, including visitors. All employees will be provided with the necessary PPE. The issue of this equipment will be based on a job assessment and is to be recorded, signed for, inspected regularly and agreed upon to be worn on site at all times. Records will be kept in the project safety file.

TMT shall also investigate the reasons for the loss or theft PPE so that corrective and preventative measures can be implemented. Disciplinary action will be taken against individuals who do not use, or misuse the PPE provided to them.

TMT will also be required to have their employees sign a mandatory agreement to wear protective equipment in the proper manner as prescribed. Non-compliant employees will be disciplined as per the TMT disciplinary code. In cases of repeated non-compliance by, contractor's employees, the same will be removed from the project/site.

17. Working hours

17.1 Standard Working Hours

Standard working hour's procedures will be agreed on with the Client and communicated to all staff at the start of the contract.

17.2 Extended Working Hours

Controls will be put in place to ensure that only works scheduled and pre-approved are executed outside normal hours.

18. Frequency of Inspections

SUBJECT	COMPLIANCE
First Aid Box	Monthly, Signed by Supervisor
Fire Extinguishers	Monthly, Signed by Supervisor
Hygiene	Monthly, Signed by Supervisor
Personal Protective Equipment	Monthly, Signed by Supervisor

19. Safety Signage

Symbolic signage will be posted as required on site. Also included is general signage which will be erected so as to inform employees and visitors of the requirements for the wearing of PPE and other safety related equipment.

Signage warning employees and visitors about overhead work will be placed at all designated entrances to work site. Signage will also be posted on site in strategic locations where required by law e.g. scaffolding and other potential risk areas/operations such as exposed edges and openings where persons are at locations on site such as frequently used access routes, stairways and entrances to structures and buildings where the workers will continuously be made aware of Health and Safety. Health and Safety signage will be well maintained through weekly inspections, cleaning, replacement and repair.



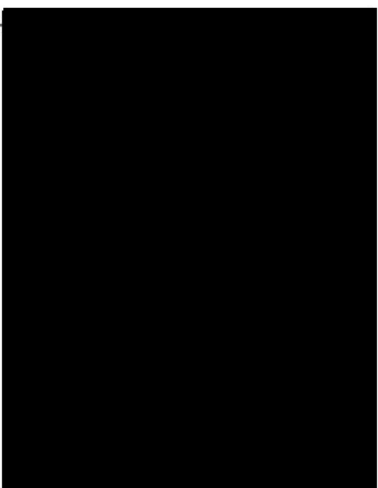
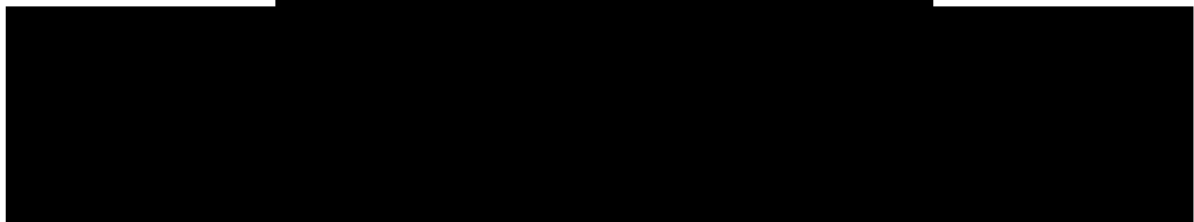
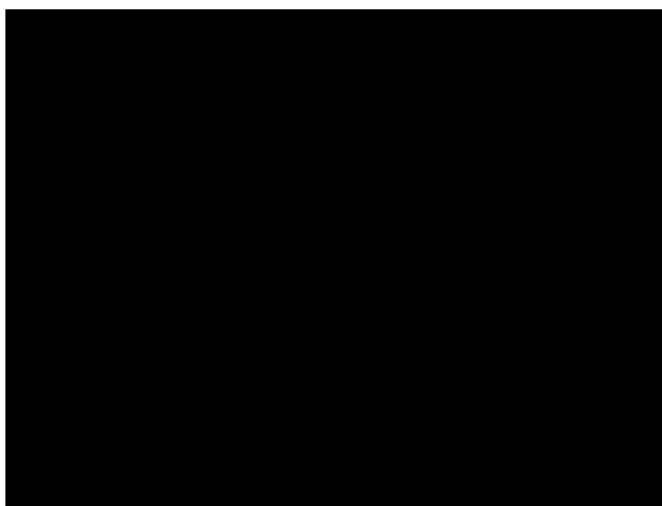
20. Environmental Protection

TMT believes that responsible management of health, safety and environmental elements is an integral part of its business ethic.

Commitment to the protection of the environment is rooted in our mission, vision and values, and through a culture of sustainable health, safety and environmental practices.

To this end all work is undertaken with due care for the environment, to prevent pollution and negative environmental impacts.

21. Annexure A - OHS Structure



22. Annexure B - Risk Assessment Methodology

23. Appointed Risk Assessor:

Date: 

The following methodology was followed when conducting the attached risk assessment.

Step 1 – Identifying the hazards

- All areas, systems and tasks in the operation were systematically considered and the obvious risks and hazards attached to that area, system or task were identified and listed.
- Step 2 – Analysing and evaluating the risks
- The risks and hazards were analysed and evaluated to determine the impact on the business if the event (incident/accident) did occur.
- Step 3 – Quantifying of the risks
- The risks were quantified by putting a numerical value to them. The following criteria were used.
- Probability – The frequency at which the incidents may occur. (The incident/accident register was used as a guideline to determine the frequency in the past.) A rating between 1 (low frequency) and 5 (high frequency) is given.
- Severity – Worst case scenario for injury, illness, or financial consequences. A rating between 1 (low severity) and 5 (high severity) is given.
- The rating for the frequency and severity is added together arriving at a risk rating out of 10.
- Step 4 – Preventive action
- Steps to implement preventive action are then formulated. They would include amongst others the following:
- Safe work procedures
- Machine guarding
- Personal protective equipment
- Audits/inspections/Monitoring

23.1 Risk rating (Raw risk) = Probability x Consequences x Exposure

This may be seen as the current situation. Using the Risk Matrix Guide Analysis should include risks regarding safety, health, the environment equipment and property

The procedure will be as follows:



23.2 Probability factor

The probability factor describes the likelihood of the impact, and is rated as follows:

FREQUENCY/ PROBABILITY CRITERIA

Weight Number	Evaluation Description	Frequency
1	RARE	Less than one every 5 years
2	INFREQUENT	Every 1-5 years
3	FREQUENT	Multiple times per year
4	OFTEN	Monthly
5	CONSISTENT	Weekly / Daily

The following records should be deemed appropriate in establishing the probability factor:

- Complaints by Employees
- Records of incident / accident investigations and injury statistics
- Audit reports
- Records of medical surveillance
- Biological monitoring
- Interviews with employees affected

23.3 Consequence Factor

The consequence factor is awarded to each impact according to the following rating scheme:

SEVERITY / CONSEQUENCE CRITERIA

Weight Number	Hazard Description	Environment	Safety / Health Exposure	Property / Equipment
16	CATASTROPHIC	Irreversible ecological damage	Multiple fatalities due to injury or occupational diseases	> 1.5 million
8	MAJOR	Reversible ecological damage with potential long-term impact	Fatality, number of Disabilities / disabling diseases	1million - 1.5 million
4	MODERATE	Ecological disturbance, can be rehabilitated	Disabling injury or occupational illness	100 000 - 1 million
2	MINOR	Short-term ecological impact. Requires intervention	Minor injuries, exposure requiring medical attention	10 000 - 100 000
1	INSIGNIFICANT	Low impact, natural rehabilitation	First aid treatment required.	0 - 10 000





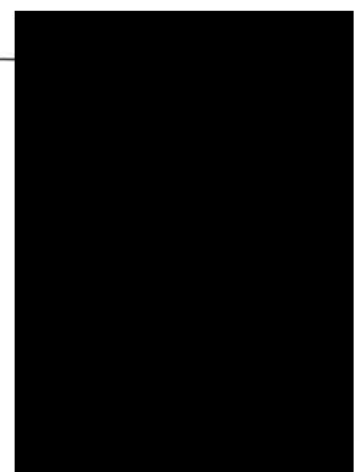
23.4 Exposure / Duration Factor

The exposure factor is assessed, and a factor awarded in accordance with the following:

EXPOSURE CRITERIA				
Weight Number	Evaluation Description	Environmental exposure	Safety / Health Exposure	Property / Equipment
1	MINIMAL	Incident site	A few of the workforce, minimal time	0 - 10 000
2	RESTRICTED	Localised	A few of the workforce, some of the time, some of the workforce minimal time	10 000 - 100 000
3	LOCAL	Depot / MPS wide	Some of the workforce, some of the time	100 000 - 1 million
4	WIDESPREAD	Immediate neighbours	Most of the workforce, some of the time/ some of the workforce most of the time	1 million - 1.5 million
5	EXTENSIVE	Community exposure	Most of the workforce, some of time/ most of the time	> 1.5 million

Residual Risk Rating= (Raw Risk x effective controls)

100



23.5 Risk Assessment

RISK REF	Activity	Hazards	RISK	S	H	Risk Assessments					RAW RISK SCORE	CONTROLS MITIGATION	EFFECTIVENESS OF CONTROLS	RESIDUAL RISK
						E	A/N /E	S	P	E				
	Working at heights	Falling off a ladder	Body Injury	S			N	2	3	3	18	40% PPE Safety	18(100-40/100)	10.8
	Moving vehicles	Staff being run over	Injury or death	S			N	8	1	3	24	50% Administrative control	24(100-50/100)	12
	Slippery floors	Slipping and falling	Body Injury	S			N	2	2	2	8	50% Administrative control	8(100-50/100)	4
	Public Interference	Public bumping into staff & equipment while working	Damaged equipment, injury	S			N	2	3	4	24	40% PPE Cones	24(100-40/100)	14.4
	Electrical Machinery	Cutting or drilling body parts	Injury	S			N	2	2	2	8	40% PPE Safety	8(100-40/100)	4.8
	Live electrical wiring	Exposed wires	Electrical shock	S			N	8	2	2	32	40% PPE Gloves and mittens	32(100-40/100)	19.2

23.6 Emergency Numbers

Description	Telephone Numbers
Office Manager	
Police	10111
Ambulance	10111
Clinic	
Fire Department	10111
Security	
Safety Consultant	
Flying Squad	
Dept. of Labour	

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