Contract No:

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

# GOODS AND SERVICES AGREEMENT

FOR THE

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

MADE AND ENTERED INTO BETWEEN

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**

And

**ALTRON BYTES MANAGED SOLUTIONS**
**REGISTRATION NO.**

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**PREAMBLE**

**WHEREAS** Term Contract 126S/2019/20 was awarded to the Supplier on **16 March 2020** in line with resolution **SCMB 76/03/20**, for the design, supply, delivery, implementation and maintenance of a customised, fully manageable and integrated cash receipting system for the City of Cape Town, for a period of 72 (seventy-two) months.

**AND WHEREAS** in line with resolution **SCMB 76/03/20**, SCMBAC approved the contract in terms of section 33 of the Local Government: Municipal Financial Management Act 56 of 2003 on **SCMB 76/03/20** on the same specifications, terms and conditions as advertised in Term Contract 126S/2019/20.

**AND WHEREAS** it is recorded that this Contract will be governed by the provisions of the Special Conditions of Contract, referring to the National Treasury – General Conditions of Contract (revised July 2010) ("**GCC**"), read with the Contract Specific Data ("**SCC**") as set out in the 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 City**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;

1.2. **Altron Bytes Managed Solutions** a private company registered in terms of the laws of the Republic of South Africa with registration no: , with its principal place of business situated at ("**the Supplier**"), herein represented by its duly authorised representative, in his capacity as

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each a "**Party**" and together the "**Parties**".

**2. INTERPRETATION**

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure 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, Annexures and schedules 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 City hereby appoints the Supplier to perform the Scope of Work to the City from the Commencement Date.

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 terminate on 30 June 2026.

**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.



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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 CITY

5.1. The City undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope (Part 3: Specifications), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

5.2. The City shall monitor and evaluate the Supplier's performance in respect of the Scope (Part 3: Specifications).

## 6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Services to the City as set out in C3: Scope.

6.2. The Supplier 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 City.

6.3. The Supplier will ensure that the Works will be of a satisfactory quality and fit for purpose.

6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-Suppliers and suppliers comply with this Contract and all applicable Laws in the execution of the Works.

6.5. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the City's reputation and goodwill.

## 7. PRICING SCHEDULE

7.1. The Contract Price for the Works shall be as set out in Part 2: Pricing Schedule.

7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.



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# Part 1: Agreements and Contract Data

## C1.1 Form of Agreement

## FORM OF CONTRACT AGREEMENT

The Purchaser, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NO. 126S/2019/20: DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN**

The Supplier, identified in the offer signature block, has examined the documents listed in the contract data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of contract.

**The completed Schedules of Rates (excluding VAT), as contained in Part 2 Pricing Schedule, shall form the contract offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part 1 Contract Data in this Contract document.**



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The terms of the contract, are contained in:

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

**Part 2: Pricing data**

**Part 3: Specifications**

**Part 4 : Annexures**

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

The Supplier shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Purchaser's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 Supplier receives one fully completed original copy of this document, including the schedule of deviations (if any).

**for the Supplier:**

DocuSigned by:

Signature: ______________________

Name: ______________________

Capacity: ______________________

Date: ______________________

Organisation Name ______________________

Witness 1: ______________________

Witness 2: ______________________

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**For the City Of Cape Town**

Signature: ________________________________

Name: ________________________________

Capacity: ________________________________

Date: ________________________________

Witness 1: ________________ Date: ________________

Witness 2: ________________________________



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# C1.2 Contract Data

**Part 1: Contract Data provided by the Purchaser**

**GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

**(National Treasury - General Conditions of Contract (revised July 2010)** shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the National Treasury website www.treasury.gov.za , Private Bag X115, Pretoria 001, Tel: (012) 315 5111.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Purchaser.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence.

1. the Form of Agreement,
2. the Contract Specific Data within the Contract Data,
3. the National Treasury - General Conditions of Contract (revised July 2010),
4. the Drawings,
5. the Scope of Work,
6. the Pricing Data, and
7. the conditions of contract, the contract data and contract schedules.



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If an ambiguity or discrepancy is found in the documents, the Purchaser's Agent shall issue any necessary clarification or instruction.

# Part 4: 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:

**<u>1.Definitions</u>**

*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 and the date of the Purchase Order will be the contract commencement date

*Delete Clause 1.21 and substitute with the following:*

1.21 'Purchaser' means the – The address of the Purchaser is

*Add the following after Clause 1.25:*



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1.26 'Supplier' mean

The address of the Supplier is

## 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.

3.5 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 Warranty
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



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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 Occupational Health and Safety 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:



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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



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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.

## 7. Performance Security

*Delete clause 7.1 and replace with the following*:

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

The Guarantee Sum shall be equal to R1 000 000.00 (One Million Rand) and shall be payable to the CCT as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the contract.

*Delete clause 7.3 and replace with the following*:

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

*Delete clause 7.4 and replace with the following*:



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

**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.

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:



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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** (Not applicable)

*Add to Clause 15.2:*

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



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## 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 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 **Pro-Forma Advanced Payment Guarantee**.

## 17. Prices

*Add the following after clause 17.1*

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

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

**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 or any extension of the duration of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority as reflected on an authorised amended order. 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.

**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

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, invoke the penalties as stated herein:

| Description of Penalty | Penalty |
|---|---|
| 1. The first recorded non-compliance with the Response Times as prescribed in the tender specification. Refer to Annexure A and Annexure B, respectively of the tender specifications. | R2000.00 |
| 2. The second recorded non-compliance with the Response Times as prescribed in the tender specification. Refer to Annexure A and Annexure B, respectively of the tender specifications. | R3000.00 |
| 3. The third and thereafter recorded non-compliance with the Response Times as prescribed in the tender specification. Refer to Annexure A and Annexure B, respectively of the tender specifications. | R4000.00 |
| 4. The recorded non-compliance with the time frame to supply the requested hardware. Refer to Point 5.1c) of the tender specifications. | R2000.00 |


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**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:*

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

23.8.2 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.

23.8.3 The parties by mutual agreement terminate the contract.

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

23.9 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.

**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:*



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(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



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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 /

*Add the following after clause 32.3:*

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

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**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.

# Part 2: Pricing Data

## SUPPLY OF THE CCT POS SYSTEM

The price set out in this table below includes, but not limited, to the design, supply, delivery, installation and implementation of the customised CCT POS System, inclusive of one hundred and sixty-five (165) POS units as well as all licences irrespective of the number of users at the date of implementation or in the future.

| ITEM | DESCRIPTION | UNIT OF MEASUREMENT | PERIOD | FIRM PRICE (excl VAT) R |
|---|---|---|---|---|
| | | | | |

## MAINTENANCE AND SUPPORT OF THE CCT POS SYSTEM

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

**<u>NOTE</u>:**
At present the CCT is operating one hundred and fifty-nine (159) POS Units at ninety (90) sites, listed in Annexure C of the tender specifications. Should sites and POS Units increase or decrease, the Service Provider will be entitled to a proportionate increase or decrease in the POS Units against the fixed rates. The payable amount will be as per the number of POS Units deployed and operational as at the last day of the month.

| ITEM | DESCRIPTION | UNIT OF MEASUREMENT | PERIOD | FIRM MONTHLY RATE (excl VAT) R |
|---|---|---|---|---|
| 2 | Maintenance of the CCT POS software and hardware | Per POS Unit | | |
| 3 | Maintenance of the CCT POS software and hardware | Per POS Unit | | |
| 4 | Maintenance of the CCT POS software and hardware | Per POS Unit | | |



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| | | | | |
|---|---|---|---|---|
| 5 | Maintenance of the CCT POS software and hardware | Per POS Unit | | |
| 6 | Maintenance of the CCT POS software and hardware | POS Unit | | |
| 7 | Maintenance of the CCT POS software and hardware | Per POS Unit | | |

**A POS unit consist of, but not limited to, the items listed below:**

| ITEM | COMPONENT |
|---|---|
| 1 | CPU |
| 2 | Printer |
| 3 | Cash drawer |
| 4 | Biometrics |
| 5 | Monitor |
| 6 | Scanner |
| 7 | Keyboard and Mouse |

**SOFTWARE DEVELOPMENT**

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

| ITEM | DESCRIPTION | UNIT OF MEASUREMENT | PERIOD | RATE (excl VAT) R |
|---|---|---|---|---|
| 8 | Customisation of the CCT POS System software | Per hour | | |
| 9 | Customisation of the CCT POS System software | Per hour | | |

| | | | | |
|---|---|---|---|---|
| 10 | Customisation of the CCT POS System software | Per hour | | |
| 11 | Customisation of the CCT POS System software | Per hour | | |
| 12 | Customisation of the CCT POS System software | Per hour | | |
| 13 | Customisation of the CCT POS System software | Per hour | | |

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

**SUPPLY OF HARDWARE**

a) The Supplier's mark-up percentage shall be fixed from the commencement of the contract until 30 June 2026.
b) The supplier shall provide proof of its price.
c) The hardware items listed below is the minimum requirement. If hardware obsolete, the CCT must be engaged before the equivalent replacement is deployed. The replacement model must be compatible with the system.

**SUPPLY OF HARDWARE (continue)**

d) The hardware items listed below is the minimum requirement. If hardware obsolete, the CCT must be engaged before the equivalent replacement is deployed.
The replacement model must be compatible with the system.

e) Should the Supplier include a price for Item 4.12.1.8 then Items 4.12.1.1 & 4.12.1.4 will not be taken into account.

f) Should a Supplier include a price for Item 4.12.1.9 then Items 4.12.1.1, 4.12.1.3 & 4.12.1.4 will not be taken into account.

g) Should a Supplier have a combination of any of the other hardware Items listed from 4.12.1.1 to 4.12.1.7 the Supplier has the option to complete Item 4.12.1.10. In this instance the Items listed from 4.12.1.1 to 4.12.1.7 that forms part of the combination in Item 4.12.1.10 will not be taken into account.

h) It must be noted that Item 4.12.1.7 will be optional with the initial implementation of the CCT POS System.

i) The Service Provider shall deliver the hardware within 4 weeks of receipt of the Purchase Order from the CCT.

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| ITEM | COMPONENT | DESCRIPTION | MAKE/ MODEL | SPECIFICATION | SUPPLIER PRICE (excl VAT) | MARK-UP PERCENTAGE (From date of commencement until 30 June 2026) | MARK-UP VALUE (based on the percentage provided | UNIT OF MEASUREMENT | FINAL PRICE = (Supplier Price + Mark-up value (Excluding VAT) |
|---|---|---|---|---|---|---|---|---|---|
| 1 | CPU | CPU: Core i5 – Latest Generation<br>Memory: 8Gb – DDR4<br>Hard Drive: 500Gb SSD<br>**<u>I/O Ports</u>**<br>8 X USB 2.0 / 3.0<br>2 X COM ports<br>HDMI/VGA/DP | | | R 219.05 | 5% | R 560.95 | Per item | R 11 780.00 |
| 2 | Printer | Cash Receipt printer with thermal printing<br>USB | | | R 3 439.25 | 5% | R 171.96 | Per item | R 3 611.21 |

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| ITEM | COMPONENT | DESCRIPTION | MAKE/MODEL | SPECIFICATION | SUPPLIER PRICE (excl VAT) | MARK-UP PERCENTAGE (from the date of commencement until 30 June 2026) | MARK-UP VALUE (based on the percentage provided | UNIT OF MEASUREMENT | FINAL PRICE = (Supplier Price + Mark-up value (Excluding VAT |
|---|---|---|---|---|---|---|---|---|---|
| 3 | Biometrics | Finger print reading/ scanning USB | | | R 1 114.85 | 5% | R 55.74 | Per item | R 1 170.59 |
| 4 | Monitor | 17" Touch screen USB and HDMI/VGA/DP | | | R5 747.90 | 5% | R 287.40 | Per item | R 6 035.30 |
| 5 | Bar code Scanner | USB | | | R 554.62 | 5% | R 27.73 | Per item | R 582.35 |
| 6 | Key board & Mouse | USB | | | R 266.06 | | 3.30 | Per item | R 279.36 |
| 7 | Cash Drawer | | | | R 1546.22 | 5% | R 77.31 | Per item | R 1623.53 |
| 8 | CPU & Monitor | | | | R .......... | % | R ............ | Per item | R |
| 9 | CPU, Monitor & Biometrics | | | | R .......... | % | R ............ | Per item | R ............ |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 10 | Any other combination | | | | R 2131.76 | 5% | R 106.59 | Per item | R 2 238.35 |

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# Part 3: SPECIFICATION(S)

## 1. ABBREVIATIONS/DEFINITIONS

i. **"A Office" means** a regional head office of the CCT.

ii. **"Cash office" means** a site where POS unit/s are deployed.

iii. **"CCT" means** the City of Cape Town **–** a Metropolitan Municipality Constituted in terms of the Local Government: Municipal Structures Act, 1988, read with the Province of the Western Cape: Provincial Notice 479/2000 dated 22 September 2000.

iv. **"CCT POS System" means** the cash receipting system (HARDWARE & SOFTWARE) customised for the CCT, inclusive of 165 Units (Front-end office) and the Back-end office system, if applicable.

v. **"CDV" means** Check Digit Validation, an account number validation rule as prescribed in the tender specification.

vi. **"Change in office hours" means** mean any office that has to change its

   a. standard working hours and these hours fall outside the hours stipulated in
   b. Annexure C, of the specifications, then those hours become the standard working hours and the
   c. **Service Provider** must adhere to these new hours as the STANDARD
   d. WORKING HOURS.

vii. **"Contravention notice"** means, but not limited to, Traffic or a By-Law fine generated by the Contravention System, which the customer may present for payment.

viii. **"Contravention Systems"** means the CCT's Traffic and By-Law Contravention Systems which generates the contravention notices.

ix. **"Control and Balancing or C&B System" means** the back end of the CCT's current cash receipting system to which the CCT POS System (front end office) must interface.

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x. **“GL & PROFIT CENTRE Receipting” means** a remittance which a customer may present for payment.

xi. **“Informal trading receipting” means** a remittance which a customer may present for payment.

xii. **“Key Personnel” means** the staff of the service provider who must render the service and who MUST reside in Cape Town.

xiii. **“Municipal account” means,** but not limited to, the City’s Rates & Services Account, which a customer may present for payment.

xiv. **“POS System/s” means** a system used for receipting purposes.

xv. **“POS Unit” means** a Point of Sale Unit consisting of, but not limited to, the Hardware items listed in the Pricing Schedule under Point 4.12 from numbers 4.12.1.1 to 4.12.1.6 or a combination thereof, which is the front-end office system deployed at the Cash Offices.

xvi. **“Purchase Order” means** a notification from the CCT to the Service provider requesting the supply of hardware or the development of software.

xvii. **“Service Provider” means** the contractor to whom this tender is awarded.

xviii. **“REST” means** Representational Sate Transfer.

xix. **“RESTful API” means** an application program interface (API) that uses HTTP requests to GET, PUT, POST and DELETE data.

xx. **Standard working hours” means** the hours as tabulated in Annexure C of the specifications.

xxi. **“TCP/IP” means** Transmission Control Protocol/Internet Protocol.

xxii. **“Training” means** the training of, but not limited to, the CCT POS System Users

## 2. INTRODUCTION

(i) The CCT wants to replace its current POS System which is deployed at 90 of its cash offices where 159 POS Units are operational.

(ii) The approved operating system for software vendors integrating with the CCT’s infrastructure is Windows 10 and above with the TCP/IP protocol adopted as standard.

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The CCT POS System solution will be required to integrate with the CCT's Financial system (currently SAP); Internal and External Contravention systems; Pre-paid systems and the City's card payment terminals provided by the CCT's bank.

In addition, but not limited to, the CCT POS System solution must provide for:

- Reporting
- Balancing
- Enquiries
- Workflow reminders
- Management of users & offices & settings
- Audit logs
- Import of payment files from the City's vendors
- Tariff/Revenue types and GL Codes
- Accounting transactions/Journals

RESTful API using the JSON schema.

The solution will comprise of the following modules:

- POS Unit (front-end office) which must interface with the CCT's, Control and Balancing Management System (Back-end system) (API). **Please refer to ANNEXURE D of the tender specifications, for high-level details.** Or alternative solution, should the C&B functionality be supplied by the vendor's new POS solution as contained in Annexure D. This will be at the City's discretion.
- Real-time system health monitoring tool (hardware/software failure process management), if applicable.
- Desktop Management,
- Printer Management,
- Server/Web based computing
- Local and/or mobile data management.

(iii) This contract calls for the supply of the CCT POS System. **Note: The system becomes the property of the CCT.** Copy of the source code must be provided/available to the City as per its versioning. Documentation deliverables at implementation must include: user manual, project

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plan/roll-out plan, system architecture, requirements, functional specification, database diagrams, development environment setup, testing plans and change history - documentation must be maintained and updated with all subsequent changes and submitted to the City on a timely basis. The development environment, frameworks and tooling used to build the application must be current and kept current

(iv) The training of the CCT's Users.

(v) The supply of the POS Unit HARDWARE.

(vi) The repairs and maintenance of the CCT POS System software and hardware at all the CCT's cash offices.

(vii) During the tenure of this contract the number of cash offices and/or the CCT POS Units may increase or decrease.

(viii) In addition, this contract calls for the upgrading of the CCT POS System software and supply of the new software versions as and when required.

This introductory section describes the CCT's objective for the software product(s) and their implementation, and a general description of the capabilities the CCT is seeking from an implementer.

## 3. SCOPE

The scope includes but is not restricted to:

(i) Stream Lining Cash Management.

- Implementing the CCT POS System throughout the CCT at various specified cash offices, using the current CCT Network infrastructure.
- **Where the CCT POS System user information interface with the service provider's back-end system this backend system shall be hosted on the CCT's application hosting**

**infrastructure in the two CCT Data Centres used for the secure hosting of third party systems. The service provider back-end system shall then interface with other CCT applications e.g. Intranet/Internet, SAP, Contravention System, Card payment terminals etc.**

- Simplified cross platform data management

(ii) Standardization

- Standard desktop profiles for end-user workstations
- Users should be categorized and profiled through this project

A limited number of standard profiles should be implemented and supported.

(iii) Network Printing and Thermal Printing

(iv) Establishment of the necessary policies and standards and implementation of mechanisms to ensure conformance to these new policies, as well as conformance to existing policies and standards.

(v) Rationalisation of competing software products

(vi) Comprehensive security architecture for proposed environment

(vii) Use of client server/web technologies where appropriate

(viii) Centralisation of the end user support infrastructure where appropriate i.e. support as much as possible from the centre.

(ix) Deployment of software. **The preferred would be that the POS software update via application server.**

(x) Replacement, Relocation and servicing of hardware.

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## 4. SOFTWARE

**The Supplier's attention is drawn to the mandatory requirements.**

**PRIMARY DELIVERABLES**

### 4.1 Receipting

a) Municipal account receipting: Validation of account number
b) Contravention notice receipting: Validation of notice number online, in real time, integration with the Contravention System.
c) Profit Centre & General Ledger number receipting: Validation of number on the CCT POS System (the CCT POS System receives the validation from C&B)
d) Informal trading receipting
e) Building plans receipting

### 4.2 Repairs and Maintenance

a) Maintenance and repairs of the CCT POS System software shall be carried out at the sites listed in **Annexure C** of the tender specifications. Note the number sites and/or POS Units may increase or decrease during the tenure of this contract.
b) The **Service Provider** shall provide a Service Helpdesk where the CCT Users can log calls.
c) The **Service Provider** shall provide its staff requiring access to the CCT sites with a valid identification. Failure to do so will result in the CCT denying them access to the site.
d) The **Service Provider** shall provide the CCT with monthly written reports containing details of the services provided at the CCT's sites, by the 10th of the month.

### 4.3 Software upgrades:

a) During the tenure of this contract the CCT may require additional functionality on the CCT POS System and will require

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the **Service Provider** to do an upgrade of the CCT POS System software through the following process:

(i) The CCT will advise the **Service Provider** of the required functionality.

(ii) The **Service Provider** will provide the CCT with a quote for the cost of the upgrade. The cost must be in line with the contract pricing schedule.

(iii) Once the parties have agreed on the cost and the time frames the CCT will issue a purchase order to the Service **Provider to** proceed with the development.

(iv) The **Service Provider** shall deliver the new software version updates, in a manner and format as prescribed by the CCT, for testing before implementation;

(v) The **Service Provider** shall guarantee that the software is free of any:

- defects, errors and viruses.
- Ensure that the software is incompliance of all operating system security updates.

(vi) If software is incomplete the **Service Provider** shall do the fixing at no additional cost to the CCT.

## 4.4 POS Journals/Reports:

(i) During the tenure of this contract the CCT may require the **Service Provider** to retrieve information from a POS Unit from the CCT sites. The cost for this will be for the **Service Provider.**

## 4.5 Response times:

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a) The **Service Provider** shall attend to software repairs and maintenance within the response times as tabulated in **Annexure A** of the tender specifications.

**Annexure A**

| **Software Component** | **Initial Response** | **On-Site Response** | **Off-Site Response** |
|---|---|---|---|
| Application s/w (New Versions) | On Request | N/A | N/A |
| Application s/w (Errors/Fixes/bugs etc.)<br><br>Database/File Errors | Within 1 hour of logging call<br><br>Within 1 hour of logging call | Respond within 2 hours of logging call find a solution/fix<br><br>Respond within 2 hours of logging call and find a solution | Rectified within 24 hours<br><br>Rectified within 24 hours |

b) **Contact outside of standard working hours**

The **Service Provider** must be contactable via telephone, cellular phones, pagers or e-mail outside the Standard Working Hours and all costs related to this shall be the responsibility of the **Service Provider**.

## 5 HARDWARE

**Primary deliverables**

**5.1 Supply**

a) The CCT will issue a Purchase Order for the procurement of hardware.

b) Only upon receiving a Purchase Order from the CCT shall the **Service Provider** procure the relevant hardware item/s as listed in the tender document or its latest equivalent.

c) The **Service Provider** shall deliver the procured hardware item/s within 2 to 4 weeks upon receipt of the of the CCT's Purchase Order.

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| ITEM | COMPONENT | DESCRIPTION |
|---|---|---|
| 1. | CPU | CPU: Core i5 – Latest Generation<br>Memory: 8Gb – DDR4<br>Hard Drive: 500Gb SSD<br>**I/O Ports** |
| | | 8 X USB 2.0 / 3.0<br>2 X COM ports<br>HDMI/VGA/DP |
| 2. | Printer | Cash Receipt printer with thermal printing<br>USB |
| 3. | Biometrics | Finger print reading/ scanning<br>USB |
| 4. | Monitor | 17" Touch screen USB and HDMI/VGA/DP |
| 5. | Bar code Scanner | USB |
| 6. | Key board & Mouse | USB |
| 7. | Cash Drawer | |
| 8. | Any combination of the above | |

## a Repairs and Maintenance

a) Maintenance and repairs of the POS Unit hardware shall be carried at the sites listed in **Annexure C** of the tender

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specifications. Note the number sites and/or POS Unit may increase or decrease during the tenure of this contract.

b) The **Service Provider** shall provide a service helpdesk where the CCT users can log calls.

c) The **Service Provider** shall provide its staff requiring access to the CCT sites with a valid identification. Failure to do so will result in the CCT denying them access to the site.

d) The **Service Provider** shall service the POS Unit printers at the CCT sites, at least once a year.

e) The installation and use of new part or parts warranted as new in performance by the **Service Provider** will become the property of the CCT.

f) The **Service Provider** shall provide the CCT with monthly written reports containing details of the services provided at the CCT's sites, by the 10th of the month.

g) The **Service Provider** shall maintain **FIVE** full back-up units, at its own cost, on its premises, which will be used as swop-outs for any unit failure that cannot immediately be repaired in the field. This will ensure that downtime is kept to a minimum.

**b POS Installation:**

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

**c Response times:**

a) The **Service Provider** shall attend to the hardware repairs and maintenance within the response times as tabulated in **Annexure B** of the tender specifications.

**Annexure B**

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

### d Contact outside of standard working hours

The **Service Provider** must be contactable via telephone, cellular phones, pagers or e-mail outside the Standard Working Hours and all costs related to this shall be the responsibility of the **Service Provider**.

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

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**ANNEXURE C**

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

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| | | | |
|---|---|---|---|
| Kuilsriver Traffic (1) | Fabriek Street | (021) 815 3402 | Mon to Fri<br>08hoo to 15h30<br>Sat 08h00 to 12h00 |
| Blue Downs Municipal Court (1) | Eersrif rd Blue Downs | (021) 909 5862 | Mon to Fri<br>07h45 to 13h00<br>13h45 to 15h00 |
| Blue Downs Pool (1) | Hindle Rd Blue Downs | (021) 909 5174<br>(021) 417 4906 | Mon to Sun<br>09h00 to 17h00 |
| Fezeka (2) | Cnr NY 1 & Lansdowne Road | (021) 444 5442 | Mon to Fri<br>08h30 to 13h00<br>13h30 to 15h00<br>Sat 08h00 to 11h30 |
| Lentegeur (2) | Civic Centre Merrydale Road | (021) 444 8798 | Mon to Fri<br>08h30 to 15h30<br>Sat 08h30 to 11h00 |
| Nyanga (1) | New Eisleben Road | (021) 444 1116 | Mon, Wed and Fri<br>08h30 to 13h00<br>13h30 to 15h30 |

| NAME | ADDRESS | TELEPHONE | BUSINESS HOURS |
|---|---|---|---|
| Westridge (2) | Civic Centre Westpoort Road | (021) 400 3761 | Mon to Fri<br>08h30 to 15h30<br>Sat 08h30 to 11h00 |
| Rocklands (2) | Civic Centre Park Avenue | (021) 400 6147 | Mon to Fri<br>08h30 to 15h30 |
| Mitchells Plain Lentegeur Municipal Court (1) | Civic Centre Merrydale Rd. | (021) 400 7562 | Mon to Fri 08h00 to 13h00<br>13h45 to 15h00 |
| Manenberg (3) | Human Settlement Building –<br>Cnr.Wye Street and Vygiekraal | (021) 4174865/66 | Mon to Fri<br>08h00 to 15h45 |
| Promenade Mall (2) | AZ Berman Road, Mitchells Plain | (021) 3774160 | Mon to Fri 08h30 to 16h00<br>Saturdays 09h00 to 12h30<br>Sun 09h00 to 12h30 |
| Westridge Pool (1) | Silversands Avenue, Westridge, Mitchell's Plain | (021) 391 9118 | Mon to Sun 10:00 to 17:00 |
| Plumstead (5) | 3 Victoria Road | (021) 444 2951/36/42 | Mon to Fri<br>07h30 to 15h30. Sat 07h30 to<br>11h30 |

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| | | | |
|---|---|---|---|
| Fish Hoek (2) | Civic Centre Recreation Road | (021) 400 6706 | Mon to Fri<br>08h00 to 15h30. |
| Hillstar Traffic (1) | Plantation Road, Ottery | (021) 444<br>0846 | Mon to Fri<br>08h00 to 15:30 Sat 08h00 to 12h30 |
| Wynberg Municipal Court (2) | Church Street, Wynberg | (021) 444 68620 | Mon to Fri 08:00 to 13:00.<br>13h45 to 15h00 |
| Muizenberg Pool (1) | Atlantic Road, Muizenberg | (021)709 6070 | Seasonal Sun to Sun 10:00 – 17:00 |
| Wynberg Pool (1) | Rosmead Ave, Wynberg | (021)7970747 | Seasonal Sun to Sun 10:00 – 17:00 |
| Strandfontein (1) | Cnr Church & Dennegeur Laan | (021) 393 4092/3/7 | Mon to Fri<br>08h00 to 15h30<br>Sat 08h00 to 11h00 |
| Soetwater Resort (1) | Kommetjie Road, Kommetjie | (021) 444 6770 | Seasonal Sun to Sun 08h00 to 17h00 |
| Zandvlei Resort (1) | The Row, Zandvlei | (021) 444 6949 | Sun to Sun |
| Grassy Park (HEO)<br>(2) | Cnr Linda & Olga Road | (021) 706 1833 | Mon to Fri<br>07h30 to 14h30 |
| Ocean View (HEO)<br>(2) | Carina Way | (021) 783 8050 | Mon to Fri<br>07h30 to 14h00 |
| Retreat (2) | 78 Craddock Road | (021) 701 1294 | Mon to Fri<br>07h30 to 12h30<br>13h00 to 15h00 |
| Retreat Swimming Pool (1) | Craddock Road | (021) 701 1513 | Sun to Sun 10h00 to 17h00 |
| Grassy Park (1) | West Street Busy Corner | (021) 706 2327 | Every Wed 08h00 to 15h00 |
| Fish Hoek Traffic (1) | Civic Centre Recreation Road | (021) 400 7124 | Mon to Fri08h00 to 15h30.<br>Sat 08h00 to 12h30 |
| New Ottery Traffic<br>(1) | c/o New Ottery & Old Strandfontein Road | (021) 444 5536 | Mon to Fri 08:00 to 15:30<br>Sat 08:00 to 12:30 |
| Simon's Town Court (1) | St Georges Street | (021) 786 5705 | Mon to Fri<br>08h00 to 15h00 |
| Site B Khayelitsha (1) | Cnr Bonga & Sulani Road | (021) 400 5553 | Mon to Fri<br>08h00 to 16h00 |
| Stocks & Stocks (3) | Ntlakohlaza Road Khayelitsha | (021) 360 1257 | Mon to Fri<br>08h00 to 16h00<br>Sat 08h00 to 12h00 (Open |

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| | | | |
|---|---|---|---|
| | | | 1st & last Sat of the month) |
| Resource Centre (1) | Cnr Spine & Makabeni Road Khayelitsha | (021) 444 9239 | Mon to Fri 08h00 to 16h00 |

| NAME | ADDRESS | TELEPHONE | BUSINESS HOURS |
|---|---|---|---|
| Khayelitsha Municipal Court (1) | Cnr Steve Biko & Walter Sisulu Drive | (021) 361 1269 | Mon to Fri 08h00 to 15h00 |
| Lingulethu West DLC (1) | Cnr Spine & Makabeni Road Khayelitsha | (021) 4447133 | Mon to Fri 08h00 to 15h30 Sat 08h00 to 12h00 |
| Bellville (4) | Civic Centre Voortrekker Road | (021) 444 3016 | Mon to Fri 08h00 to 16h00 |
| Bellville South (2) | Community Centre Kasselsvlei Road | (021) 958 2440 | Mon to Fri 08h00 to 16h00 |
| Delft (1) | Cnr Delft & Voorbrug Road | (021) 400 3571 | Mon to Fri 08h00 to 16h00 |
| Goodwood (2) | Civic Centre Voortrekker Road | (021 444 4847 | Mon to Fri 08h00 to 16h00 |
| Parow (2) | Civic Centre Voortrekker Road | (021) 444 8089 | Mon to Fri 08h00 to 16h00 |
| Durbanville (2) | Civic Centre Oxford Street | (021) 444 0779 | Mon to Fri 08h00 to 16h00 |
| Bonteheuwel (2) | Kiaat Street | (021) 444 7652 | Mon to Fri 08h00 to 16h00 |
| Ravensmead (HEO) (1) | Edgar Bullock Street | (021) 444 0020 | Mon to Fri 08h00 to 15h00 |
| Huguenot Housing (HEO) (2) | Cnr Alabama & Huguenot Way | (021) 444 0020 | Mon to Fri 08h00 to 16h00 |
| Adriaanse (HEO) (1) | Adriaanse & Seboa Street Elsies River | (021) 444 2717 | Mon to Fri 08h00 to 15h30 |
| Reed Street Traffic (1) | Reed Street, Bellville | (021) 444 8268 | 08h00 - 15h30 |
| Bellrail Traffic (1) | Bellrail Road , Bellville | (021) 940 0241 | 08h00 - 15h30 |
| Durbanville Traffic (1) | De Villiers Ave, Durbanville | (021) 444 7085 | 08h00 – 16h00 |
| Parow Court Traffic (2) | Beacon Street Parow | (021) 444 1851 | 08h00 – 15h00 |

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| | | | |
|---|---|---|---|
| Parow Traffic (4) including Road Block | Beacon Street Parow | (021) 444 1843<br><br>(021) 444 4379 | 08h00– 15h30<br>Sat 08h00 – 12h30<br><br>06h00 – 24h00<br>Sat 08h00 – 16h00<br>Sun 08h00 – 16h00 |
| Goodwood Traffic (1) | Hugo Street Goodwood | (021) 444 7872 | 08h00 - 15h30 |
| Parow Court (1) | Beacon Street Parow | (021) 444 1851 | 07h45 – 16h00 |
| Goodwood Municipal Court (1) | Hugo Street Goodwood | (021) 4447363 | 08h00 – 15h00 |
| Cape Town (6) | Civic Centre Foreshore | (021) 400 3875 | Mon to Fri<br>07h30 to 15h45<br>Sat 07h30 to 11h30 |
| Athlone (2) | Protea Road Athlone | (021) 444 7799 | Mon to Fri<br>08h30 to 15h30<br>Sat 08h30 to 11h00 |
| Claremont (1) | Civic Centre Main Road | (021) 671 3352 | Mon to Fri<br>08h00 to 15h30 |
| Langa (1) | Lerotoli Road | (021) 444 4164 | Mon to Fri<br>08h30 to 15h30 |
| Pinelands (1) | St Stephens Road | (021) 444 0413 | Mon; Wed & Fri<br>08h30 to 15h30 |
| Ledger House (1) | Aden Ave, Athlone | (021) 684 4376 | Mon to Fri<br>07h30 to 15h30 |
| Heideveld (HEO) (2) | 167 Heideveld Ave | (021) 637 1230/1 | Mon to Fri<br>07h30 to 15h00 |
| Media City (1) | BMW Building, Foreshore | (021) 4006572 | Mon to Fri 08h00 to 14h30 |
| **NAME** | **ADDRESS** | **TELEPHONE** | **BUSINESS HOURS** |
| Cape Town Court (2) | Strand Concorse<br>Cnr of Strand and Adderley Street Cape Town | (021) 400 2183 | Mon to Fri 07h45 to 15h00 |
| Cape Town Traffic (6) | Gallows Hill, Green Point | (021) 444 3301 /3812 | Mon to Fri 08h00 to 15h30<br>Sat 08h00 to 12h00 |
| Newlands Pool (1) | Cnr main rd and sanzui road Newlands | (021) 6744197 | Mon to Sun 10:00 to 17:00 |
| Sea Point Pool (1) | Lower Beach Road<br>Sea Point | (021) 4343341 | Mon to Sun 10:00 to 19:00 |
| Long Street Pool (1) | Long Street<br>Cape Town | 021) 422 0100 | Mon to Sun 10:00 to 17:00 |

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|---|---|---|---|
| Trafalgar Pool (1) | Searle Street, Woodstock, Cape Town | (021) 4615060 | Mon to Sun 10:00 to 17:00 |
| Athlone Pool (1) | Hickory Rd, Athlone | (021) 444 5843 | Mon to Sun 10:00 to 17:00 |
| Cape Town Stadium (1) | Fritz Sonnenberg, Green Point | (021) 417 0133 | Tues to Sat 09h00 to 14h00 |
| Milnerton (3) | Pienaar Street Milnerton | (021) 444 8064 | Mon to Fri 08h00 to 16h00 |
| Table Bay Mall (4) | R27 & Berkshire Rd | (021) 4174105 | Mon to Fri 08h30 to 16h00<br>Sat & Sun 09h00 to 12h30<br>Public holidays: Closed |
| Witzands Aquifer (1) | Dassenberg Drive, Atlantis | (021) 400 6300 | 08h00 to 15h30 |
| Westfleur (2) | Westfleur Circle Atlantis | (021) 573 7122 | Mon to Fri<br>08h00 to 16h00<br>Sat 08h00 to 12h00 (1st & last<br>Sat of the month) |
| Atlantis Court (1) | c/o Gerwyn Owen & Norman Murray streets, Atlantis | (021) 573 7086 | Mon to Fri<br>08h00 to 16.30 |
| Milnerton Traffic (2) | William Penn Drive | (021) 400 6933 | Mon to Fri<br>08h00 to 15h30<br>Sat: 08h00 to 12h30 |
| MVR (2) | 2nd Floor Civic Centre | (021) 400 4900 | Mon to Fri 07h30 to 15h30<br><br>Sat 08h30 to 11h30 |
| Training Centre (6) | BMW Building, Foreshore | 021) 4009562 | 07h30 to 16h00 |
| Testing Centre (1) | Cape Town Civic Centre | (021) 4009562 | 07h30 to 16h00 |

**7.Key personnel Requirement**

a) Note: Key personnel must be based in Cape Town.

b) A minimum of five (5) technicians who must have a Code 08 Drivers' licence and a minimum technical qualification of A+. Attached a CV for each technician and certified copies of drivers' licence and A+ qualification, to confirm the above. **Complete Schedule 16E.**

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c) Project manager, who will manage the initial implementation of the POS System, with a minimum of five (5) year's relevant experience and relevant certification in project management. Attach CV. **Complete Schedule 16E.**

d) Contract manager with a minimum of five (5) years' relevant experience in managing contracts of a similar nature and relevant certification. Attach CV. **Complete Schedule 16E.**

e) Software developer with a minimum of five (5) years relevant experience and relevant certification in the development of technology being used. Attach CV. **Complete Schedule 16E.**

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# PART 4: SUPPORTING SCHEDULES

The tender document

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