

TENDER NO. 126S/2019/20

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISINKO SASAKA ISIBAKHATHA
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 10/04/2017	Version: 7.1 Page 1 of 66

TENDER NO: 126S/2019/20

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

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT OF CONTRACT UNTIL
30 JUNE 2026

CLOSING DATE: 25 November 2019

CLOSING TIME: 10:00 a.m.

TENDER BOX
NUMBER: 124

TENDER FEE: R 200.00 Non-refundable tender fee payable to City of Cape Town (CCT) for a
hard copy of the tender document. This fee is not applicable to website downloads
of the tender document.

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

TENDER SERIAL NO.:

SIGNATURES OF CITY OFFICIALS AT TENDER OPENING	
1	
2	
3	

TABLE OF CONTENTS

(1) GENERAL TENDER INFORMATION.....	3
(2) DETAILS OF TENDERER.....	4
(3) FORM OF OFFER AND ACCEPTANCE.....	5
(4) PRICE SCHEDULE.....	8
(5) SPECIFICATION(S)	14
(6) CONDITIONS OF TENDER	45
(7) SPECIAL CONDITIONS OF CONTRACT	60
(8) GENERAL CONDITIONS OF CONTRACT.....	68
(9) SUPPORTING SCHEDULES	77
SCHEDULE 1: CERTIFICATE OF AUTHORITY FOR PARTNERSHIPS/ JOINT VENTURES/ CONSORTIUMS.....	77
SCHEDULE 2: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION.....	78
SCHEDULE 3: PREFERENCE SCHEDULE	80
SCHEDULE 4: DECLARATION OF INTEREST – STATE EMPLOYEES (MBO 4)	85
SCHEDULE 5: CONFLICT OF INTEREST DECLARATION	87
SCHEDULE 6: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBO 8) ..	88
SCHEDULE 7: AUTHORIZATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAP : TOWN ..	90
SCHEDULE 8: CONTRACT PRICE ADJUSTMENT AND/OR RATE OF EXCHANGE VARIATION.....	91
SCHEDULE 9: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	92
SCHEDULE 10: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	93
SCHEDULE 11: LOCAL CONTENT DECLARATION / ANNEXURE C.....	94
SCHEDULE 12: PRICE BASIS FOR IMPORTED RESOURCES	ERROR! BOOKMARK NOT DEFINED.
SCHEDULE 13: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS	96
SCHEDULE 14: LIST OF OTHER DOCUMENTS ATTACHED BY TENDERER	97
SCHEDULE 15: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	98
SCHEDULE 16: INFORMATION TO BE PROVIDED WITH THE TENDER.....	94
(10) CONTRACT DOCUMENTS	102
ANNEXURE 1: FORM OF GUARANTEE / PERFORMANCE SECURITY.....	117
ANNEXURE 2: FORM OF ADVANCE PAYMENT GUARANTEE.....	120
ANNEXURE 2A: ADVANCE PAYMENT SCHEDULE.....	122
ANNEXURE 3: MONTHLY PROJECT LABOUR REPORT (EXAMPLE)	123
ANNEXURE 4: BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA).....	125
ANNEXURE 5: PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA) ..	126
ANNEXURE 6: INSURANCE BROKER'S WARRANTY (PRO FORMA)	127

TENDER NO: 126S/2019/20

(1) GENERAL TENDER INFORMATION**TENDER ADVERTISED** : 10 October 2019**CLARIFICATION MEETING****COMPULSORY CLARIFICATION MEETING**To be held on 01 November 2019 from 10H00 –
11H00**VENUE FOR SITE VISIT/CLARIFICATION
MEETING**Room A, 5th Floor, Podium Block, Civic Centre,
Cape Town**TENDER BOX & ADDRESS**Tender Box as per front cover at the Tender
& Quotation Boxes Office, 2nd Floor (Concourse
Level), Civic Centre, 12 Hertzog Boulevard, Cape
Town

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "TENDER NO. 126S/2019/20 – THE DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

CCT TENDER REPRESENTATIVES

Name:

Email:

Name:

Email:

TENDER/1 (P) (2017/2018/20)

(2) DETAILS OF TENDERER**1.1 Type of Entity (Please tick one box)**☐ Individual / Sole Proprietor☐ Close Corporation☒ Company☐ Partnership or Joint Venture or Consortium☐ Trust☐ Other**1.2 Required Details (Please provide applicable details in full):**

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual / Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	P O BOX 3591 Johannesburg Postal Code 2001
Physical address (Chosen domicilium citandi et exequendi)	 Postal Code 2000
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone () _____ Fax () _____ Cellular Telephone: Not Applicable E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	Not Applicable
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Other Required registration numbers	Not Applicable

(A) FORM OF OFFER AND ACCEPTANCE

TENDER 12672019/20 THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF A CUSTOMISED, FULLY STANDARD 8- AND INTEGRATED CASH RECEIPTING SYSTEM FOR THE CITY OF CAPE TOWN

PART 2 (TO BE FILLED IN BY TENDERER)

2.3 Required Details (if not used, it applies to district work)

Name of Tenderer (fully)
(in full)

Trading as (if different from above)

AND WHO IS REPRESENTED hereafter (full name, or signature)

in full, authorised to act on behalf of the tenderer in his capacity as (title/description)
Executive

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

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

DocuSigned by:

AA3063F71A1F4E7

Print name(s):

On behalf of the tenderer (only authorised)

13 December 2019 | 6:00 AM SAST

0.55



TENDER NO 126S/2019/20

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER: 126S/2019/20 – THE DESIGN, SUPPLY, DELIVERY,
IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, FULLY
MANAGEABLE AND INTEGRATED CASH RECEIPTING SYSTEM FOR
THE CITY OF CAPE TOWN****PART B (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

By signing this *Form of Offer and Acceptance* the City of Cape Town (also referred to as the 'Purchaser')

1. accepts the offer submitted by (DETAILS OF SUCCESSFUL TENDERER, ALSO REFERRED TO AS THE "SUPPLIER") _____
thereby concluding a contract with the supplier for a contract period commencing on _____
and terminating on 30 June 2026;
2. undertakes to make payment for the goods/services delivered in accordance with the terms and conditions of the Contract.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____
(PLACE) (DD) (MM) (YY)

Signature(s) and stamp of
Executive Director or his/ her delegated authority

Print name(s):
(duly authorised in terms of the System
of Delegations as approved by Council)

TENDER NO 126S/2019/20

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

Schedule of Deviations**Notes:**

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

TENDER NO: 126S/2019/20

(4) PRICE SCHEDULE**Pricing Instructions:**

- 4.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 4.2 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.
- 4.3 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.
- 4.4 All prices shall be tendered in accordance with the units specified in this schedule. Tenderers must submit prices for all periods of the contract and for all items.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 The City reserves the right to appoint a Main and Alternative Service Provider. The Alternative Service Provider will only be utilized when and if the Main Service Provider defaults during the contract period. The Alternative Service Provider will be given one (1) months' notice to set up and commence with the contract.

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
1	1 x CCT POS System	Once off	From date of commencement of contract until 30 June 2026	R 8 703 881.40

INIT	OF CITY OFFICIALS
1	12

TENDER NO: 126S/2019/20

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.

NOTE:

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 (incl VAT) R
2	Maintenance of the CCT POS software and hardware	Per POS Unit	From the date of commencement of the contract until 30 June 2021	R 708,22
3	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2021 until 30 June 2022	R 743,63
4	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2022 until 30 June 2023	R 780,81
5	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2023 until 30 June 2024	R 819,85
6	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2024 until 30 June 2025	R 860,84
7	Maintenance of the CCT POS software and hardware	Per POS Unit	From 1 July 2025 until 30 June 2026	R 903,88

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

INIT	OF CITY OFF
1	

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

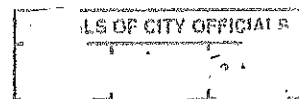
TENDER NO: 1265/2019/20

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	From the date of commencement of the contract until 30 June 2021	R 1328,00
9	Customisation of the CCT POS System software	Per hour	From 1 July 2021 until 30 June 2022	R 1394,40
10	Customisation of the CCT POS System software	Per hour	From 1 July 2022 until 30 June 2023	R 1464,12
11	Customisation of the CCT POS System software	Per hour	From 1 July 2023 until 30 June 2024	R 1537,33
12	Customisation of the CCT POS System software	Per hour	From 1 July 2024 until 30 June 2025	R 1614,20
13	Customisation of the CCT POS System software	Per hour	From 1 July 2025 until 30 June 2026	R 1694,91

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

**SUPPLY OF HARDWARE**

- The bidder's offer will be evaluated on the supplier's price (proof of this must be submitted with tender submission) plus the bidder's offer on the mark-up percentage, per item.
- Going forward the amount payable per item will be calculated as indicated in a), above.
- The bidder's mark-up percentage shall be fixed from the commencement of the contract until 30 June 2026.
- The bidder shall provide proof of the suppliers price.
- 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.
- The bidder's offer will be evaluated on the supplier's price (proof of this must be submitted with tender submission) plus the bidder's offer on the mark-up percentage, per item.
- Going forward the amount payable per item will be calculated as indicated in a), above.
- The bidder's mark-up percentage shall be fixed from the commencement of the contract until 30 June 2026.
- The bidder shall provide proof of the suppliers price

(4) PRICE SCHEDULE: This page replaces Page 11 in the tender document

SUPPLY OF HARDWARE (continue)

- a) 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.
- b) Should the tenderer include a price for Item 21 then Items 14 & 17 will not be taken into account.
- c) Should a tenderer include a price for Item 22 then Items 14, 16 & 17 will not be taken into account.
- d) Should a tenderer have a combination of any of the other hardware items listed from 14 to 20 the tenderer has the option to complete Item 23. In this instance the items listed from 14 to 20 that forms part of the combination in Item 23 will not be taken into account.
- e) **It must be noted that Item 20 will be optional with the initial implementation of the CCT POS System.**
- f) The Service Provider shall deliver the hardware within 4 weeks of receipt of the Purchase Order from the CCT.

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))
14	CPU	CPU: Core i5 – Latest Generation Memory: 8Gb – DDR4 Hard Drive: 500Gb SSD <u>I/O Ports</u> 8 X USB 2.0 / 3.0 2 X COM ports HDMI/VGA/DP			R 11 219.05	5 %	R 560.95	Per item	R 11 780.00
15	Printer	Cash Receipt printer with thermal printing USB			R 3 439.25	5 %	R 171.96...	Per item	R 3 611.21....

INIT	CITY OFFICIALS
1	2

(4) PRICE SCHEDULE: This page replaces Page 12 in the tender document

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
16	Biometrics	Finger print reading/ scanning USB			R 1.114,85	5 %	R55,74.....	Per item	R 1.170,59....
17	Monitor	17" Touch screen USB and HDMI/VA/DP			R 5.747,90	5 %	R 287,39....	Per item	R 6.035,29.....
18	Bar code Scanner	USB			R 554,62	5 %	R 27,73.....	Per item	R 582,35.....
19	Key board & Mouse	USB			R 266,06	5 %	R 13,30.....	Per item	R 279,36.....
20	Cash Drawer				R 1.546,22	5 %	R 77,31.....	Per item	R 1.623,53....
21	CPU & Monitor				R	%	R	Per item	R
22	CPU, Monitor & Biometrics				R	%	R	Per item	R
23	Any other combination:	Pole Display			R 2.131,76	5 %	R 106,59....	Per item	R 2.238,35....

INITIALS OF CITY OFFICIALS

2

TENDER NO: 126S/2019/20

(5) 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 System" means the CCT's Traffic and By-Law Contravention System 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.
- 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 State 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.

2. INTRODUCTION

- (i) The CCT wants to replace its current POS System which is deployed at 80 of its cash offices where 159 POS Units are operational.

- (ii) The CCT is seeking an established, reputable distributed systems solution provider to design, supply, implement and maintain a CCT POS System.

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.

The CCT POS System solution will be required to integrate with the CCT's 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.
- 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 tender 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: 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 supply of the POS Unit HARDWARE.

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

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

- (vii) In addition this tender calls for the upgrading of the CCT POS System software and supply of the new software versions as and when required.

The CCT reserves the right to invite bidders to demonstrate their compliance to the tender specification. Bidders must prove that they have previously provided POS Systems, Hardware and Services in the last five years. The bidder may be required to give a practical demonstration of the POS System which the service provider will customised for the CCT. The CCT may also require a physical inspection of the

bidders premises and facilities by delegates from the CCT's Bid Evaluation Team. It will also involve following up with the bidder's references to confirm relevance to this tender and the acceptability of the POS System and Services offered by the bidder to other clients.

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.
- Interface user information directly from the CCT POS System with other CCT applications e.g. Control & Balancing, Intranet/Internet, SAP, Contravention System, Card payment terminals etc. Note: Where the CCT POS System user information interface with the service provider's back-end system this back-end 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. Control & Balancing, 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) Rationalization of competing software products

(vi) Comprehensive security architecture for proposed environment

TENDER NO. 1265/2019/20

- (vi) Use of client server/web technologies where appropriate
- (vii) 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 PDS software update via application server.
- (x) Replacement, Relocation and servicing of hardware.

4. SOFTWARE

The tenderer's attention is drawn to the mandatory requirements.

PRIMARY DELIVERABLES

4.1 Receipting

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

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

AN EXAMPLE OF THE MUNICIPAL NINE DIGIT ACCOUNT NUMBER: 209200641

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

CDV for municipal account number

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

In this case the result is 251540900342, added = 37

Check digit will be 40-37=3

The full municipal account number is 915552092006413

TENDER NO 126S/2019/20

FOR INFORMATION PURPOSES

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

Given a 15-digit retail number aaaaabbbbbbbbbc

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

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

1st position = 3

2nd position = 2

3rd position = 1

4th position = 2

5th position = 3

6th position = 4

7th position = 5

8th position = 6

Divide the sum of the products by 9

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

Example:

Account Number: 12812368+CD

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

113 divided by 9 = 12 remainder 5

The account number is 128123685

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

- b) Contravention notice receipting: Validation of notice number online, in real time, integration with the Contravention System.
- 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 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 inline 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 in compliance 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.

TENDER NO. 1289/2019/20

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:

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

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

- 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 CCT's Purchase Order.

ITEM	COMPONENT	DESCRIPTION
1.	CPU	CPU: Core i5 - Latest Generation Memory: 8Gb - DDR4 Hard Drive: 500Gb SSD I/O Ports

TENDER NO. 126S/2019/20		
		8 X USB 2.0 / 3.0 2 X COM ports HDMI/VGA/DP
2.	Printer	Cash Receipt printer with thermal printing USB
3.	Biometrics	Finger print reading/ scanning 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	

5.2 Repairs and Maintenance

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

TENDER NO: 1263/2019/20

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

5.3 POS Installation:

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

5.4 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

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

5.5 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.

TENDER NO: 1265/2019/20

6. List of attendant CCT sites (Number of PCS Units in brackets)

ANNEXURE C

NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Strand (5)	Cnr Main and Pagan Roads (Prepaid)	(021) 850 4007	Mon to Fri 08h00 to 15h30
Somerset West (3)	Somerset West Town Hall, c/o Main Road and Church Street	(021) 444 4302	Monday to Friday 08h00 until 15h00
Macassar (1)	Blind Avenue (Prepaid)	(021) 444 4058	Mon to Fri 08h15 to 13h00 -- 13h30 to 15h30
Lwandle (1)	Cnr Mulindlele & Morobo Street (Prepaid)	(021) 400 6991	Mon to Fri 08h15 to 12h30 13h00 to 15h20
Somerset Municipal Court (1)	Somerset West Town Hall, c/o Main Road and Church Street	(021) 444 6936	Monday to Friday 08h00 until 15h00
Strand Municipal Court (1)	Cnr Main and Pagan Roads	(021) 850 4180	Monday to Friday 08h00 until 15h00
Strand Swimming Pool (1)	Beach Road, Strand	(021) 444 2660	Tuesday to Sunday 07h30 until 18h00
Brackenfell (4)	Cnr of Paradys & Old Paard Road	(021) 980 1297	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h30 (first and last Sat. of the month)
Kuilsriver (3)	Van Riebeeck Road	(021) 900 1548	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h30 (first and last Sat. of the month)
Kraaifontein (2)	Brighton Road	(021) 980 6118	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h30 (first and last Sat of the month)
Melton Rosa (H&O) (2)	Cnr of Ganna & Koolhaas Road	(021) 444 0758	Mon to Fri 08h00 to 13h00 13h30 to 15h00
Brackenfell Traffic (1)	c/o Krulspad & Reservoir	(021) 980 1205	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h00 (every second Sat)
Kuilsriver Traffic (1)	Fabriek Street	(021) 815 3402	Mon to Fri 08h00 to 15h30 Sat 08h00 to 12h00
Blue Downs Municipal Court (1)	Eersrif rd Blue Downs	(021) 909 5862	Mon to Fri 07h45 to 13h00 13h45 to 15h00
Blue Downs Pool (1)	Hindle Rd Blue Downs	(021) 909 5174 (021) 417 4906	Mon to Sun 09h00 to 17h00
Fozeka (2)	Cnr NY 1 & Lansdowne Road	(021) 444 5442	Mon to Fri 08h30 to 13h00 13h30 to 15h00 Sat 08h00 to 11h30
Lentegeur (2)	Civic Centre Merrydale Road	(021) 444 8798	Mon to Fri 08h30 to 15h30 Sat 08h30 to 11h00
Nyanga (1)	New Elsleben Road	(021) 444 1116	Mon, Wed and Fri 08h30 to 13h00 13h30 to 15h30

TENDER NO. 1265/2019/20

NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Westridge (2)	Civic Centre Westport Road	(021) 400 3751	Mon to Fri 08h30 to 15h30 Sat 08h30 to 14h00
Focklands (2)	Civic Centre Park Avenue	(021) 400 8147	Mon to Fri 08h30 to 15h30
Mitchells Plain Langageur Municipal Court (1)	Civic Centre Marydale Rd	(021) 400 7662	Mon to Fri 08h00 to 13h00 13h45 to 15h00
Montenap (3)	Human Settlement Building - Cnr Wyn Street and Vyghkraal	(021) 4174835/66	Mon to Fri 08h00 to 15h45
Promenade Mall (2)	AZ Berman Road, Mitchells Plain	(021) 3774150	Mon to Fri 08h30 to 16h00 Saturdays 09h00 to 12h30 Sun 09h00 to 12h30
Westridge Pool (1)	Silversands Avenue, Westridge, Mitchell's Plain	(021) 391 9118	Mon to Sun 10:00 to 17:00
Phonsead (5)	3 Victoria Road	(021) 444 2931/36/42	Mon to Fri 07h30 to 15h30, Sat 07h30 to 11h30
Fish Hook (2)	Civic Centre Recreation Road	(021) 400 6706	Mon to Fri 08h00 to 15h30
Hillstar Traffic (1)	Plantation Road, Ottery	(021) 444 0846	Mon to Fri 08h00 to 15:30 Sat 08h00 to 12h30
Wynberg Municipal Court (2)	Church Street, Wynberg	(021) 444 68620	Mon to Fri 08:00 to 13:00, 13h45 to 15h00
Mutizenberg Pool (1)	Atlantic Road, Mutizenberg	(021)709 6070	Seasonal Sun to Sun 10:00 - 17:00
Wynberg Pool (1)	Rosmead Ave, Wynberg	(021)7070747	Seasonal Sun to Sun 10:00 - 17:00
Strandfontein (1)	Cnr Church & Derrnagur Laan	(021) 393-4092/3/7	Mon to Fri 08h00 to 15h30 Sat 08h00 to 11h00
Soelwater Resort (1)	Kommeljie Road, Kommsalje	(021) 444 6770	Seasonal Sun to Sun 08h00 to 17h00
Zandvlei Resort (1)	The Row, Zandvlei	(021) 444 6949	Sun to Sun
Grassy Park (HEO) (2)	Cnr Linda & Olga Road	(021) 706 1833	Mon to Fri 07h30 to 14h30
Ocean View (HEO) (2)	Carda Way	(021) 783 8050	Mon to Fri 07h30 to 14h00
Retreat (2)	78 Craddock Road	(021) 701 1294	Mon to Fri 07h30 to 12h30 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 Hook Traffic (1)	Civic Centre Recreation Road	(021) 400 7124	Mon to Fri 08h00 to 15h30, Sat 08h00 to 12h30
New Ottery Traffic (1)	c/o New Ottery & Old Strandfontein Road	(021) 444 5536	Mon to Fri 08:00 to 15:30 Sat 08:00 to 12:30
Simon's Town Court (1)	St Georges Street	(021) 786 5705	Mon to Fri 08h00 to 15h00
Site B Khayelitsha (1)	Cnr Bonga & Sulani Road	(021) 400 5553	Mon to Fri 08h00 to 16h00
Stocks & Stocks (3)	Mlakulaza Road Khayelitsha	(021) 360 1257	Mon to Fri 08h00 to 16h00 Sat 08h00 to 12h00 (Open 1st & last Sat of the month)
Resource Centre (1)	Cnr Spine & Makabeni Road Khayelitsha	(021) 444 9239	Mon to Fri 08h00 to 16h00

TENDER NO 1263/2019/20

NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Khayelitsha Municipal Court (1)	Cnr Steve Biko & Walter Sisulu Drive	(021) 361 1269	Mon to Fri 08h00 to 15h00
Lingelethu West D.C. (1)	Cnr Spine & Makhobeni Road Khayelitsha	(021) 444 1133	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 15h00
DalR (1)	Cnr DalR & Vonburg Road	(021) 400 3571	Mon to Fri 08h00 to 15h00
Goodwood (2)	Civic Centre Voortrekker Road	(021) 444 4847	Mon to Fri 08h00 to 15h00
Parow (2)	Civic Centre Voortrekker Road	(021) 444 8089	Mon to Fri 08h00 to 15h00
Durbanville (2)	Civic Centre Oxford Street	(021) 444 6779	Mon to Fri 08h00 to 15h00
Bonteheuwel (2)	Klaar Street	(021) 444 7652	Mon to Fri 08h00 to 15h00
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 15h00
Adriaanse (HEO) (1)	Adriaanse & Sobha Street Elsie 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 Villars Ave, Durbanville	(021) 444 7085	08h00 - 15h00
Parow Court Traffic (2)	Beacon Street Parow	(021) 444 1851	08h00 - 15h00
Parow Traffic (4) Including Road Block	Beacon Street Parow	(021) 444 1043 (021) 444 4379	08h00 - 15h30 Sat 08h00 - 12h30 06h00 - 24h00 Sat 08h00 - 16h00 Sun 08h00 - 16h00
Goodwood Traffic (1)	Hugo Street Goodwood	(021) 444 7872	08h00 - 15h30
Parow Court (1)	Beacon Street Parow	(021) 444 1851	07h45 - 15h00
Goodwood Municipal Court (1)	Hugo Street Goodwood	(021) 444 7363	08h00 - 15h00
Cape Town (6)	Civic Centre Foreshore	(021) 400 3875	Mon to Fri 07h30 to 15h45 Sat 07h30 to 11h30
Athlone (2)	Protea Road Athlone	(021) 444 7799	Mon to Fri 08h30 to 15h30 Sat 08h30 to 11h00
Claremont (1)	Civic Centre Main Road	(021) 671 3352	Mon to Fri 08h00 to 15h30
Lange (1)	Lerotoli Road	(021) 444 4164	Mon to Fri 08h30 to 15h30
Pinelands (1)	St Stephens Road	(021) 444 0413	Mon, Wed & Fri 08h30 to 15h30
Ledger House (1)	Aden Ave, Athlone	(021) 604 4376	Mon to Fri 07h30 to 15h30
Heideveld (HEO) (2)	167 Heideveld Ave	(021) 637 1230/1	Mon to Fri 07h30 to 15h00
Media City (1)	BMW Building, Foreshore	(021) 4006572	Mon to Fri 08h00 to 14h30

TENDER NO. 1285/2019/26

NAME	ADDRESS	TELEPHONE	BUSINESS HOURS
Cape Town Court (2)	Strand Concourse Cnr of Strand and Adderley Street Cape Town	(021) 400 2183	Mon to Fri 07h45 to 15h00
Cape Town Traffic (6)	Gallows Hill, Green Point	(021) 444 3301 /3812	Mon to Fri 08h00 to 15h30 Sat 08h00 to 12h00
Newlands Pool (1)	Cnr main rd and sanzui road Newlands	(021) 6744197	Mon to Sun 10:00 to 17:00
Sea Point Pool (1)	Lower Beach Road Sea Point	(021) 4343341	Mon to Sun 10:00 to 19:00
Long Street Pool (1)	Long Street Cape Town	(021) 422 0100	Mon to Sun 10:00 to 17:00
Trafalgar Pool (1)	Searle Street, Woodstock, Cape Town	(021) 4615060	Mon to Sun 10:00 to 17:00
Athlone Pool (1)	Hickory Rd, Athlone	(021) 444 5843	Mon to Sun 10:00 to 17:00
Cape Town Stadium (1)	Fritz Sonnenberg, Green Point	(021) 417 0133	Tues to Sat 09h00 to 14h00
Milnerton (3)	Pietermaritzburg Street Milnerton	(021) 444 8064	Mon to Fri 08h00 to 16h00
Table Bay Mall (4)	R27 & Berkshire Rd	(021) 4174105	Mon to Fri 08h30 to 16h00 Sat & Sun 09h00 to 12h30 Public holidays: Closed
Wilzands Aquifer (1)	Dassenberg Drive, Atlantis	(021) 400 6300	08h00 to 15h30
Westfleur (2)	Westfleur Circle Atlantis	(021) 573 7122	Mon to Fri 08h00 to 16h00 Sat 08h00 to 12h00 (1 st & last Sat of the month)
Atlantis Court (1)	c/o Gerwyn Owen & Norman Murray streets, Atlantis	(021) 573 7086	Mon to Fri 08h00 to 16.30
Milnerton Traffic (2)	William Penn Drive	(021) 400 6933	Mon to Fri 08h00 to 15h30 Sat: 08h00 to 12h30
MVR (2)	2 nd Floor Civic Centre	(021) 400 4900	Mon to Fri 07h30 to 15h30 Sat 08h30 to 11h30
Training Centre (6)	BMW Building, Foreshore	(021) 4009562	07h30 to 16h00
Testing Centre (1)	Cape Town Civic Centre	(021) 4009562	07h30 to 16h00

7. Key personnel Requirement

- Note: Key personnel must be based in Cape Town.
- 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.
- 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.
- Contract manager with a minimum of five (5) years' relevant experience in managing

RFQ: 1265/2019/20

contracts of a similar nature and relevant certification. Attach CV, Complete Schedule 165.

- 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 165.

D. ANNEXURES D

CCT's Control and balancing system

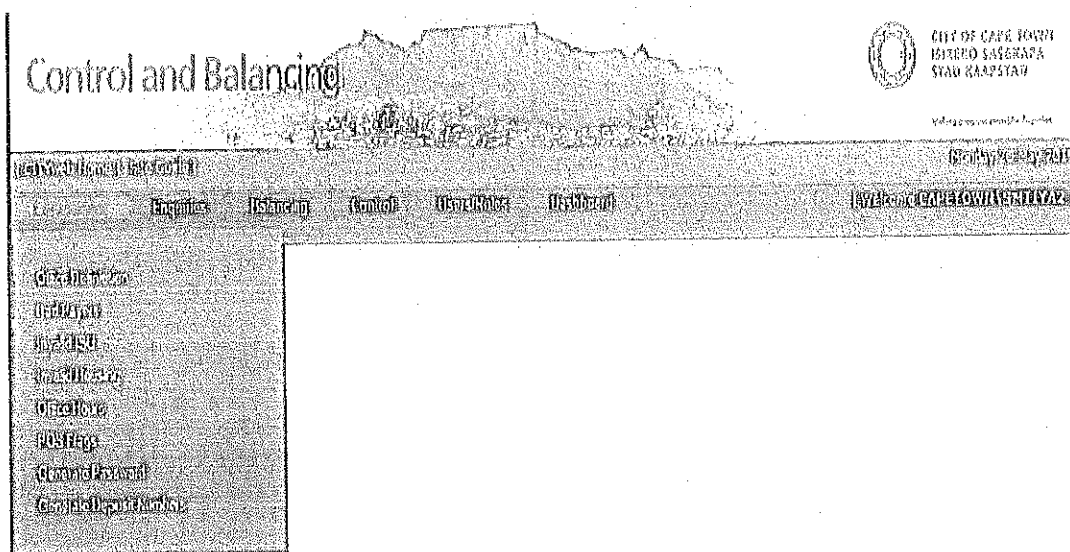
INTRODUCTION

Control and Balancing System is a back-end administration tool which provides controls over the setup and use of the CCT POS system, and it provides audit controls for the transactions processed from the POS system.

Control and Balancing System interfaces with the CCT POS system database in order to extract and export financial data that is required by CCT's SAP system.

MENU ITEMS

1. ENVIRONMENT SUB-MENU ITEMS



Item Name	Purpose	Back End Data Store	Data Source
Office Definition	Create and maintain an office, POS terminals	OFFICE_DEFINITIONS	POS
Bad Payers	Maintain Details of Bad Payers Billing Accounts Add and Remove	BAD_PAYERS	POS
Invalid ISU	Maintain Bad ISU Accounts Add and Remove	BAD_ISU_ACCOUNTS	POS
Office Hours	Create and maintain office hours	BUSINESS_HOURS	POS
POS flags		POS_FLAGS	POS
Generate Password	Generate Password for POS Entry	PASSWORD LOG	POS

FENDER NO: 1265/2019/20

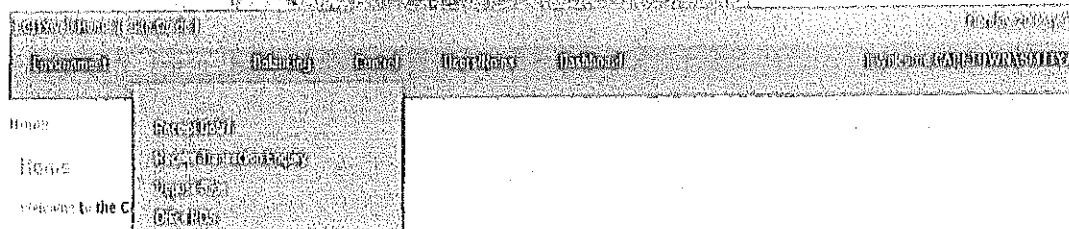
Item Name	Purpose	Back End Data Store	Data Source
	When requested, generate a password for a cashier, which will allow non-card /non-biometrics access to a specific POS machine		
Generate Deposit Numbers	Area cash controllers generate deposit slip numbers	GENDEP LOG CASHDEV_REF_CODES OFFICE_DEFINITIONS	POS

2. ENQUIRIES SUB-MENU ITEMS

Control and Balancing



CITY OF CAPE TOWN
ESTABLISHED 1994
SINCE 1994



Item Name	Purpose	Back End Data Store	Data Source
Receipt Detail	Search for receipts	RECEIPTS	POS
Receipt Transaction Enquiry	Search for receipt details	RECEIPTS, * RECEIPTS SYSTEM_USERS CASHDEV_REF_CODES OFFICE_DEFINITIONS TICKET OF VALUES	POS
Deposit Slips	During cash up, POS will generate deposit slips details for the pos terminal	DEPOSIT_SLIPS CASHDEV_REF_CODES SYSTEM_USERS	POS
Office POS	Download officepos data	Report	reportstore

TENDER NO: 1265/2019/20

3. BALANCING SUB-MENU ITEMS

Control and Balancing

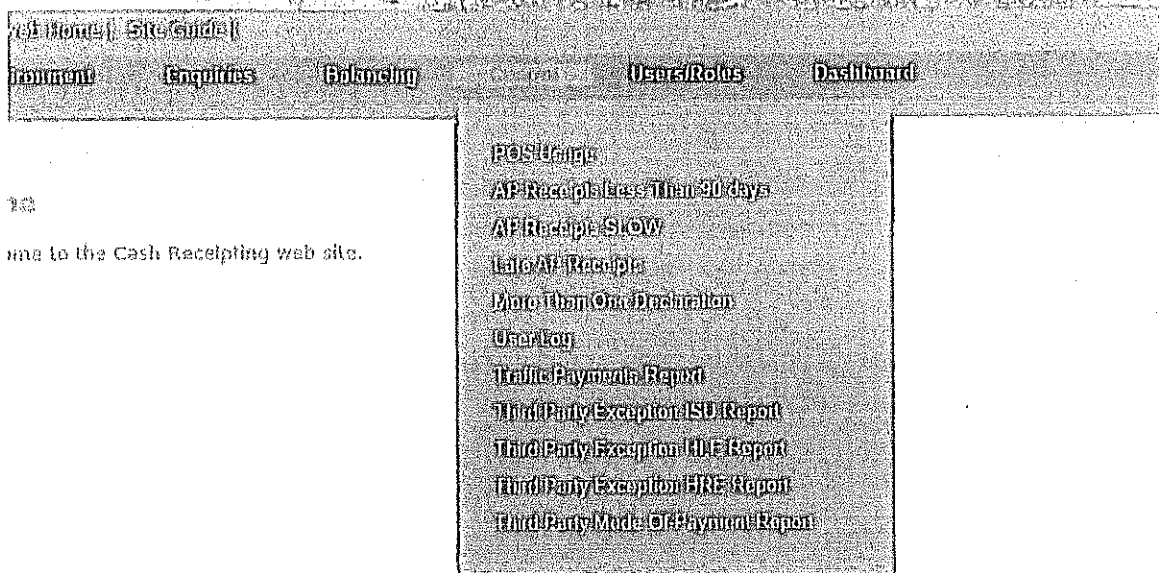
Item Name	Purpose	Back End Data Store	Data Source
Deposit Slips	Report to indicate which deposit ID has been received on C & B, indicates the Z status of the POS transfer	DEPOSIT_SLIPS SYSTEM_USERS CASHDEV_REF_CODES	POS
Deposit Listing	Report	DEPOSIT_SLIPS SYSTEM_USERS CASHDEV_REF_CODES	POS
Commission Recharge	Report	ThrdParties	reportstore
Shortage Paid	Report	SHORTAGES DEPOSIT_SLIPS SYSTEM_USERS CASHDEV_REF_CODES	POS
Shortage Outstanding	Report	SHORTAGES DEPOSIT_SLIPS SYSTEM_USERS CASHDEV_REF_CODES	POS
Surplus Receipts	Report	SURPLUSES DEPOSIT_SLIPS SYSTEM_USERS CASHDEV_REF_CODES	POS
Sighted Cancelled Receipts	Report	RECEIPTS VOID_RECEIPTS OFFICE_DEFINITIONS RECEIPTS CASHDEV_REF_CODES	POS
Unsighted Cancelled Receipts	Report	RECEIPTS VOID_RECEIPTS OFFICE_DEFINITIONS RECEIPTS CASHDEV_REF_CODES	POS

TENDER NO: 126S/2019/20

Item Name	Purpose	Back End Data Store	Data Source
Maintain Shortages	Maintain shortage details	SHORTAGES SYSTEM_USERS DEPOSIT_SLIPS OFFICE_DEFINITIONS POINT_OF_SALES CASHDEV_REF_CODES	POS

4. CONTROL SUB-MENU ITEMS

Control and Balancing



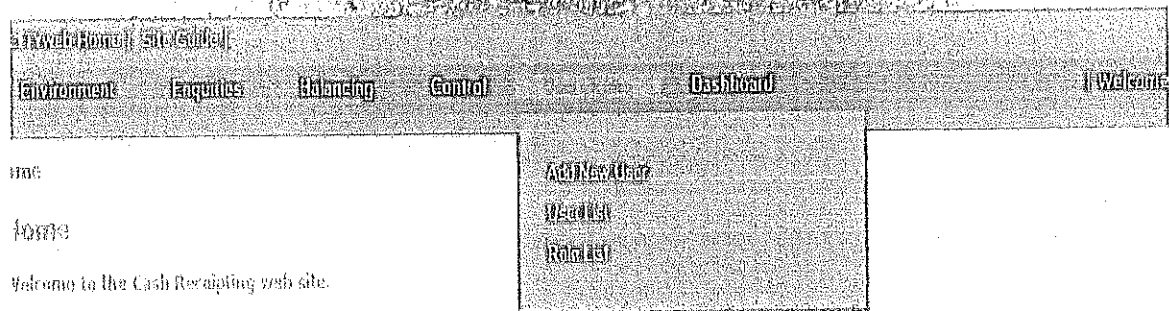
Item Name	Purpose	Back End Data Store	Data Source
POS Usage	Report, which user logged onto a POS terminal and how they access POS	USER_TRANSACTIONS SYSTEM_USERS CASHDEV_REF_CODES	POS
AP Receipts less than 90 days	Report, all purpose manual captured receipts	ALL_PURPOSE_RECEIPTS RECEIPTS OFFICE_DEFINITIONS	Unix Scripted /POS
AP Receipts SLOW	Report, all purpose manual captured receipts	ALL_PURPOSE_RECEIPTS RECEIPTS OFFICE_DEFINITIONS	POS

TENDER NO 1285/2019/20

Item Name	Purpose	Back End Data Store	Data Source
Lat AP Receipts	Report	ALL PURPOSE RECEIPTS RECEIPTS DEPOSIT SLIPS CASH DECLARATIONS SYSTEM USERS	POS
More than one declaration	Report		POS
User Log	Report		reportsstore
Traffic Payment Report	Report		UNIX scripted
Third Party Report	Report		UNIX Scripted Process

5. USER/ROLES SUB-MENU ITEMS

Control and Balancing



Item Name	Purpose	Back End Data Store	Data Source
Add New User	Active Directory Control and Balancing users	User	COCTCASH
User List	Active Directory User list	User, UserRoles, Roles	COCTCASH
Role List	Create user roles / groups	User, ApplicationUsers	COCTCASH

9. Annexure E (The tenderer must complete Section B)

CCT Information Technology Architecture standards

1. INTRODUCTION

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

Section B: allows the vendor to provide the CCT's IS&T department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the CCT.

Section C: allows the vendor to provide the CCT 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.

Domain	Software Vendor	CCT Current Standards
Operating System	Microsoft Server	Ms Windows Server 2012 R2 as the minimum standard
	SAP	IBM AIX 7.2 as the minimum standard
		SUSE Linux Enterprise Server 11.4
	ArcGIS	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Database	Microsoft	MS SQL 2014 as the minimum standard
	SAP	Oracle 12.1 as the minimum standard
		SAP HANA 2.0 SP03
Hardware Server Virtual Machines	ArcGIS	ArcGIS version 10.2.1, future 10.6.1
	Microsoft	Microsoft Hyper-V
	SAP	IBM Power Series 8 Virtual Machine
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.x EPIC ring fenced systems for version 10.x External facing applications and solutions for versions 10.x
Security and Business Continuity	Microsoft	Data Protection Veritas NetBackup 8.0
	SAP	See authorisation Section below
	ArcGIS Server	ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1
Authorisation & Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)

TENDER NO: 126S/2019/20

	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.x
Portal/Web Hosting	Microsoft	Windows 2012 Server Running IIS 7.5.7600 as the minimum standard
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTP Server - latest secure version (eg. 2.4.X or 2.5.X etc) in the series that is available as the minimum standard 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 10.4.1, 10.6.1
Program Development	Microsoft	.NET 4.5.2 minimum standard
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript, ArcObjects & .NET 4.7.1
Middleware/ Integration	Microsoft	ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST
	SAP	SAP Process Integration 7.4 as the minimum standard GEO.e - Integration of Transport assets with SAP PM and FI

TENDER NO. 126S/2019/20

	ArcGIS	Esri Mediator – Integration of PVC objects with SAP LUM
Front End Services & Endpoint computing	Microsoft	Windows 7 64-bit Enterprise and Windows 10 64 bit Professional and Enterprise as the minimum standard Office Professional Plus 2010 as the minimum standard (Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader (electronic forms client), Lync (corporate instant-messaging client), SharePoint Workspace) Internet Explorer 11 as the minimum standard Exchange 2013 (Email) Lync 2010 as the minimum standard (Instant Messaging, Video Conferencing) SharePoint 2010 as the minimum standard
	SAP	SAP GUI 7.50 as the minimum standard
	ArcGIS	ArcMap 10.6.1 Suite ArcGIS Pro 1.2
Supported File transfer Protocols	Secure File Transfer Solution (SFTP), FTPS	
Anti-virus software	Trend Micro Smart Protection Complete Suite as the minimum standard	
Records Management	Public Sector Records Management SAP NetWeaver 7.4	
Mobile field devices	Android 4.4.4 operating system as minimum standards	
	SAP Afaria 7 mobile management system as minimum standard	

Domain	Software Vendor	CCT Current Standards
Open Source	Operating System	Redhat Enterprise Linux (RHEL) 7.5 SUSE Linux Enterprise Server 12 SP4
	Database	MySQL 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)

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™ i5-4590
- Memory: 4GB
- Chip Set: Q87 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
- Windows operating system: Windows 7 Enterprise Edition and Windows 10 Professional Edition
- Hard Drive: 320GB HDD
- Graphics: Intel HD 4600
- Memory Slots: 2

Further Compulsory Standards

The following minimum IT 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).

TENDER NO. 1263/2019/20

8. Minimum .Net Framework to be used version 4.7.1 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 HTTP proxy.
18. Outbound connections through proxy only allowed on HTTP and HTTPS ports 80 and 443.
19. Webserver (Tomcat/Apache) must have as have all vendor provided security patches to known CVEs applied.

Further Preferred Standards

The following IT 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 N-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. On Premises (i.e. not Cloud) solutions.

Further Non-Supported Standards

The following IT 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.

RENDER PRO: 12/25/2019/20

- 2 If addressing via DNS addressing instead
- 6 Application and database on same server
- 7 Microsoft Access on a server.
- 8 Applications written in such a manner whereby usernames and password are embedded in the application code.

TENDER NO: 1285/2019/20

SECTION B. ARCHITECTURAL AND TECHNICAL QUESTIONS

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

Technical Architecture and Platforms

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

1 - 2 Tier Client/Server (via ODBC/OLEDB)	
3 Tier Client/Server (via ODBC/OLEDB)	3 Tier Web/App/Data ODBC
A combination of the above if applicable	

(Submitted: 1208/2019)

Do not use the direct type (Pascal) name. Use only name in column A000000 list number on each web station.

I	Web (Performance)	Web Chrome Browser
II	Track (a) and (b) chrome://chrome/	
III	A combination of DevTools is	

Is this clear, is any homework captured and which minimum variable (e.g. $\text{SARF} \neq 0$)?

Specify any addendums used or required.

GLASSFISH & DCOM

Specify any Document Management functionality provided or required.

1

Integration and Interfaces

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

- Provide data flow diagram (show the flow of data through the system)
- Provide data fields

TENDER NO: TEND2019/23

c) API

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

d) Microsoft Exchange

I. Email Notifications	YES
II. Other	

e) Web hosting

I. Web Services	YES
II. Page Wrapping	
III. API	

f) ESRI GIS

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

g) Other corporate IT systems (HRIS, RMS, GIS, RightFax, Cash Recdptg etc.)

NOT APPLICABLE

Bandwidth Implications

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

THE APPLICATION PERFORMANCE WOULD BE GOOD AND IS ALREADY RUNNING ON SIMILAR INFRASTRUCTURE IN LOCAL GOVERNMENT
--

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

NO

TENDER NO: 1295/2019/20

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

MINIMAL TRAFFIC WHEN ONLINE

OFFLINE SWITCHING BACK ONLINE WILL CAUSE A BURST, BUT CAN BE SCHEDULED

Security

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

4333 FOR CLASSFISH

b) Are there any special routing requirements?

NONE

c) What network protocols are used?

TCP

d) Is there any encryption of data used? Explain

YES DATA ENCAPSULATED AT RUNTIME AND ENCRYPTED

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

ACTIVE DIRECTORY OR APPLICATION LEVEL

f) Briefly describe the user roles and profiles.

CONFIGURABLE IN THE SYSTEM VIA SYSTEM MENUS
ALSO INCLUDES SEGREGATION OF DUTIES

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.

IMPLEMENTATION PHASE

BYTES MS WILL HANDLE THE FULL IMPLEMENTATION BUT WILL RELY ON COCT TO COMMUNICATE DATES FOR INSTALLATION AND TRAINING OF OPERATORS
COCT TO ARRANGE FOR DECOMMISSIONING AND REMOVAL OF OLD HARDWARE
COCT TO LIAISE WITH THIRD PARTIES WHERE REQUIRED
COCT TO ARRANGE FOR PHYSICAL AND LOGICAL ACCESS FOR INSTALLATION TEAMS WHERE REQUIRED

OPERATIONAL PHASE

ARRANGE ACCESS FOR ALTRON STAFF WHEN AND WHERE REQUIRED
LIAISON WITH 3RD PARTIES WHERE REQUIRED

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

COCT ROLES AND RESPONSIBILITIES

JOINT DEFINITION, CREATION, ACCEPTANCE AND SIGN OFF OF THE MACRO PROJECT SCOPE OF WORK AND PLAN
LIAISON WITH ALL REQUIRED THIRD PARTIES WHERE REQUIRED
PROVIDE ALL REQUIRED INFORMATION AND INPUT REQUIRED TO IMPLEMENT THE SOLUTION
AGREE TO ROLL OUT SCHEDULE
ENSURE ALL REQUIRED ELECTRICAL AND NETWORK INFRASTRUCTURE IS IN PLACE AND OPERATIONAL
ENSURE ANY/ALL SHOP FITTING CHANGES ARE COMPLETED IN TIME TO MEET THE ROLLOUT SCHEDULE
COMMUNICATION TO STAFF
ARRANGE TRAVEL FOR ALL DELEGATES TO ATTEND THE CLASSROOM TRAINING SESSIONS
ARRANGE THE RELEVANT NETWORK ACCESS FOR BYTES TO PROVIDE REMOTE SUPPORT AND MONITORING

- 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.

TRAINING

1 TO 2 MONTHS PRIOR TO ROLLOUT: END USER TRAINING (1 DAY CLASS ROOM TRAINING)
1 TO 2 MONTHS PRIOR TO ROLLOUT: SUPERVISOR/MANAGER TRAINING (1 DAY CLASSROOM TRAINING)
TRAINING MANUALS WILL BE SUPPLIED TO ALL DELEGATES AND AVAILABLE ONLINE
ONE DAY HAND HOLDING WILL BE PROVIDED ON THE GO-LIVE DATE PER SITE TO ENSURE THE SYSTEM IS WORKING CORRECTLY AND THAT THE CASHIERS ARE PROFICIENT
ADDITIONAL TRAINING SESSIONS CAN BE ARRANGED AND QUOTED FOR ON REQUEST

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

AS PART OF OUR SOLUTION WE HAVE PROVIDED SIMPLIS IT WHICH IS A FULL FEATURE ITSM SOLUTION. PART OF THIS SUITE IS ZABBIX REMOTE MONITORING WHICH WILL BE USED TO MONITOR THE SERVERS.

EACH TERMINAL WILL BE MONITORED FOR BASIC AVAILABILITY AND SERVICEABILITY

TENDER NO: 120120120120

Licencing and Support agreements

a) Describe the software licencing model

THE LICENSE MODEL IS A ONCE OFF COST AND NOT BASED ON THE NUMBER OF USERS. THE ANNUAL SUPPORT FEES ARE CALCULATED AS A FACTOR OF THE NUMBER OF SUPPORT DAYS REQUIRED PER MONTH. THE COST IS ALL INCLUSIVE FOR THE TENDER SPECIFICATION

A SEPARATE RATE HAS BEEN SUPPLIED FOR ANY CUSTOMISATION THAT MAY BE REQUIRED OVER AND ABOVE THE TENDER SPECIFICATION

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

ALL HARDWARE AND SOFTWARE WILL BE MAINTAINED AND SUPPORTED IN LINE WITH THE REQUIREMENT OF THIS RFP. ASTEA IS USED AS OUR CALL LOGGING PLATFORM AND ALL CALLS ARE DISPATCHED IN ACCORDANCE WITH THE CRITICALITY THEY ARE LOGGED. THE FIELD SERVICE ENGINEERS ARE INFORMED VIA THEIR MOBILE DEVICES OF THE CALL AND THE DETAILS. ALL CALLS ARE SIGNED OFF ELECTRONICALLY. SERVICE DELIVERY MEETINGS ARE SCHEDULED MONTHLY TO TRACK SLA DELIVERY. SYSTEM RELIABILITY AND ISSUES

ALL SPARES REQUIRED FOR THE POS TERMINALS WILL BE HELD IN OUR WAREHOUSE IN MONTAGUE GARDENS

Backups & Disaster Recovery (IT Continuity planning)

a) Briefly outline your plan for backups

SERVERS WILL BE PROVIDED BY THE CITY OF CAPE TOWN AND BACKED UP AS PER THE CITY'S ICT POLICY

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

HEAD OFFICE SERVERS TO LOAD BALANCE BETWEEN LIVE AND DR SITES. BASED ON THE CITY'S ICT POLICY THE SYSTEM WILL BE BACKED UP ACCORDING TO THE APPLICATION OWNERS REQUIREMENT FOR AND RTO AND RPO.

THE SYSTEM CAN BE CONFIGURED FOR AUTOMATED SERVER FAILOVER IF REQUIRED. BUT IT WILL ADD TO THE INFRASTRUCTURE COSTS

WE WILL MAINTAIN AND KEEP FIVE POS TERMINALS IN STOCK IN CPT FOR IMMEDIATE DEPLOYMENT TO SITE SHOULD A POS TERMINAL FAIL

(6) CONDITIONS OF TENDER

6.1 General**6.1.1 Actions**

6.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the CCT's Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it.

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

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

6.1.2 Interpretation

6.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

6.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

6.1.3 Communication during tender process

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

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

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

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

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

6.1.5 Procurement procedures**6.1.5.1 General**

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

TENDER NO. 1265/2019/20

6.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

6.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**6.1.6.1 Disputes, objections, complaints and queries**

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

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

6.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision
- b) An appeal must contain the following:
- i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision

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

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

6.1.6.4 All requests referring to sub clauses 6.1.6.1 and 6.1.6.2 must be submitted in writing to:

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

6.1.6.5 All requests referring to clause 6.1.6.3 regarding access to information or reasons must be submitted in writing to:

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

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

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

Via fax at: 086 202 9982 or 021 400 5830

Via email at: Access2Info.Act@capetown.gov.za

6.1.7 City of Cape Town Supplier Database Registration

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

TENDER NO: 1263/2019/20

partnerships this requirement will apply individually to each party of the Joint Venture.

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

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

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

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

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

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

6.2 Tenderer's obligations

6.2.1 Responsiveness Criteria

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

6.2.1.1.1 Submit a tender offer

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

6.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) Full name of tendering entity to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided.
- g) A completed Declaration of Interest – State Employees to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed Certificate of Independent Bid Determination to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy.
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the CCT.
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

6.2.1.1.3 MANDATORY REQUIREMENTS

Tenderers failing to submit the following with their tender submission, will be deemed non-responsive:

- a) The tenderer must submit evidence of proven relevant experience in the supply and delivery of standardised, fully manageable, integrated POS Systems, including the maintenance of a minimum of one hundred (100) POS Units, for the last five (5) years. Complete Schedule 16A with tender submission.
- b) The tenderer must be an accredited certified partner of the hardware offered in this tender. Proof of certification must be provided with tender submission. Complete Schedule 16B with tender submission.
- c) The tenderer must provide confirmation of the owner of the POS System software. In the case of the tenderer being a reseller of the POS System software, the tenderer must provide proof of certification with tender submission. Complete Schedule 16C with tender submission.
- d) Tenderers who respond with a NO to any of the mandatory questions in Schedule 16D will be deemed non-responsive. Complete Schedule 16D.

TENDER NO: 1265/2019/20

6.2.1.1.4 Compulsory clarification meeting

This is a compulsory clarification meeting.

Only those tenders submitted by tenderers who attended the compulsory clarification meeting at the venue and on the date and time as stated in the General Tender Information will be declared responsive.

6.2.1.1.5 Minimum score for functionality – Not Applicable**6.2.1.1.6 Local production and content – Not Applicable****6.2.1.1.7 Pre qualification criteria for preferential procurement – Not Applicable****6.2.2 Cost of tendering**

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

6.2.3 Check documents

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

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

6.2.4 Confidentiality and copyright of documents

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

6.2.5 Reference documents

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

6.2.6 Acknowledge and comply with notices

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

6.2.7 Clarification meeting

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

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

6.2.8 Seek clarification

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

TENDER NO: 1265/2019/20

6.2.9 Pricing the tender offer

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

6.2.10 Alterations to documents

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

6.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

6.2.12 Submitting a tender offer

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

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

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

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

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

TENDER NO: 126S/2019/20

6.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information.

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

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

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

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

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

6.2.13 Information and data to be completed in all respects

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

6.2.14 Closing time

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

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

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

6.2.15 Tender offer validity and withdrawal of tenders

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

6.2.15.2 Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the CCT at any time after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the CCT.

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

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

TENDER NO: 1269/2019/20

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

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

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

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

6.2.17 Provide other material

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

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

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

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

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

6.2.18 Samples, inspections, tests and analysis

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

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

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

6.2.19 Certificates

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

6.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 480-9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of

TENDER NO 1265/2019/20

unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

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

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

6.2.19.2 Evidence of tax compliance

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

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

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

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

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

6.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

6.3 The CCT's undertakings

6.3.1 Respond to requests from the tenderer

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

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

6.3.2 Issue Notices

If necessary, issue notices that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week (where possible) before the tender closing time stated on the front page of the tender document. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

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

6.3.3 Opening of tender submissions

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

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

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

6.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/12/pages/default.aspx>.)

6.3.3.4 Make available the pricing schedules upon written request.

6.3.4 Two-envelope system

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

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

6.3.5 Non-disclosure

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

6.3.6 Grounds for rejection and disqualification

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

TENDER NO. 1265/2019/20

6.3.7 Test for responsiveness

6.3.7.1 Appoint an evaluation panel and determine, after opening and before detailed evaluation, whether each tender offer properly received;

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

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

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications, or
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract

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

6.3.8 Arithmetical errors, omissions and discrepancies

6.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

6.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from

TENDER NO: 1265/2019/20

the tender offer.

6.3.10 Evaluation of tender offers

6.3.10.1 General

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

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

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

6.3.10.2 Decimal places

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

6.3.10.3 Scoring of tenders (price and preference)

6.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the Price Schedule (Part 3):

- based on the sum of the prices/rates in relation to a typical project/job.

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

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

6.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

$$P_s = 80 \times \frac{(1 - (PI - P_{min}))}{P_{min}}$$

Where: P_s is the number of points scored for price;
 PI is the price of the tender under consideration;
 P_{min} is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of

TENDER NO. 1265/2019/20

contributor attained in terms of Preference Schedule.

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

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

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

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

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

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

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

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

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

$$Nr = Ps + Np$$

Where: Ps is the number of points scored for price;
Np is the number of points scored for preference.

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

6.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard.

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

TENDER NO: 1263/2019/20

6.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

6.3.12 Acceptance of tender offer

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

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

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

6.3.12.3 Accept the tender offer, only if in the opinion of the CCT, the tenderer:

- a) can demonstrate that it has the necessary resources and skills to fulfil its obligations in terms of the tender document,
- b) does not pose any material risk to the CCT,
- c) is not currently a supplier to whom notice has been served regarding abuse of the supply chain management system.

6.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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

6.3.14 Notice to successful and unsuccessful tenderers

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

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

TENDER NO. 126S/2019/20

6.3.13 Provide written reasons for actions taken

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

TENDER NO. 1265/2019/20

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System 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 City of Cape Town. The address of the Purchaser is 12 Herzog 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

2. 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.
- Proof of insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - Initial delivery programme
 - 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

TENDER NO. 126S/2019/20

- 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 OHS 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

TENDER NO. 1265/2019/20

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:

- 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:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser

TENDER NO. 126S/2019/20

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.

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 16. 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.

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 rebuttable Schedule B: Contract Price Adjustment and/or Rate of Exchange Variation.

TENDER NO: 1265/2019/20

10. Contract Amendments*Delete the heading of clause 10 and replace with the following*10. Contract Amendments and Variations*Add the following to clause 10.1:*

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 authorized 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

TENDER NO. 126S/2019/20

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.

23.9 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:*

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or

TENDER NO 1265/2019/20

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.

TENDER NO. 1263/2019/20

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.

TENDER NO: 1269/2019/29

(8) GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

- 1 Definitions
- 2 Application
- 3 General
- 4 Standards
- 5 Use of contract documents and information; inspection
- 6 Patent rights
- 7 Performance security
- 8 Inspections, tests and analysis
- 9 Packing
- 10 Delivery and documents
- 11 Insurance
- 12 Transportation
- 13 Incidental services
- 14 Spare parts
- 15 Warranty
- 16 Payment
- 17 Prices
- 18 Contract amendments
- 19 Assignment
- 20 Subcontracts
- 21 Delays in the supplier's performance
- 22 Penalties
- 23 Termination for default
- 24 Dumping and countervailing duties
- 25 Force majeure
- 26 Termination for insolvency
- 27 Settlement of disputes
- 28 Limitation of liability
- 29 Governing language
- 30 Applicable law
- 31 Notices
- 32 Taxes and duties
- 33 National Industrial Participation Programme (NIPP)
- 34 Prohibition of restrictive practices

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

TENDER NO. 126S/2019/20

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.

TENDER NO: 1263/2019/20

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 Guarantee Sum shall be equal to R5 000 000.00 (Five 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.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

TENDER NO: 126S/2019/20

- 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.

TENDER NO: 1263/2019/20

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.

TENDER NO: 126S/2019/20

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.

TENDER NO. 126S/2019/20

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 26, 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

TENDER NO. 126S/2019/20

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,

TENDER NO. 126S/2019/20

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.

TENDER NO: 1265/2019/20

(9) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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

- 1 We the undersigned, are submitting this tender offer as a partnership/joint venture/ consortium and hereby authorize Mr/Ms _____ Not Applicable _____ of the authorized entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf
- 2 By signing this schedule the partners to the partnership/joint venture/ consortium:
- 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium,
- 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
- Account Holder: _____
- Financial Institution: _____
- Branch Code: _____
- Account No.: _____
- 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
- 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfillment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division

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

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

TENDER NO. 1263/2019/20

Schedule 2: Declaration for Procurement above R10 million

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

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

YES	X	NO
-----	---	----

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to List of other documents attached by tenderer schedule.

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

YES		NO	X
-----	--	----	---

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

- 2.2 If YES, provide particulars.

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

YES		NO	✓
-----	--	----	---

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

Signature of Tenderer	Print Name of Tenderer	Signature of Employer	Print Name of Employer

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

YES		NO	X
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3. I, the undersigned, hereby certify that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, resolution of the tenderer or the exercise by the employer of any other remedies available to it.

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

DocuSigned by:

AA3063F71A1F4E7...
Signature
Print name:
On behalf of the tenderer (duly authorized)

13 December 2019 | 6:00 AM SAST

Date

TENDER NO: 126S/2019/20

Schedule 3: Preference Schedule
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1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts

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

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

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

TENDER NO: 1269/2019/20

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

TENDER NO: 1286/2019/20

which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 7) accept that, notwithstanding 8) above, a supplier will not be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

TENDER NO: 1263/2019/20

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

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

$$\text{Penalty} = 5/100 \times (B-BBEE^1 - B-BBEE^2) \times P^*$$

where:

$B-BBEE^2$ = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

$B-BBEE^1$ = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P^* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ 2	☒
Non-compliant contributor	☐

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

VEPUSA NO: 1205701973

3.1 Preferences

1) With reference to Condition 5 in Section 2 above, the supplier declares that:

We hereby forfeit any preference points because I/we DO Intend to sub-contracting more than 23% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not accepted subcontractors that have the capability and ability to provide the subcontract work.



Notes:

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

2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preferences claimed based on the U.S.S.EE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 6 in Section 2 above, for such preferences claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCI that the USSEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

DocuSigned by:

13 December 2019 | 6:00 AM SAST

AA3063F71A1F4E7...

Signature

Date

Name (PRINT)

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

For official use.	
SIGNATURE	RE OF CITY OFFICIALS AT
QUOTATION NUMBER	
1.	2.

TENDER NO. 1265/2019/20

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

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative.
 - 3.2 Identity Number.
 - 3.3 Position occupied in the Company (director, trustee, shareholder) Business Development Executive
 - 3.4 Company or Close Corporation Registration Number.
 - 3.5 Tax Reference Number.
 - 3.6 VAT Registration Number.
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? ~~YES~~ / NO
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? ~~YES~~ / NO
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ~~YES~~ / NO
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ~~YES~~ / NO
 - 3.11.1 If yes, furnish particulars.
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ~~YES~~ / NO
 - 3.12.1 If yes, furnish particulars
 - 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ~~YES~~ / NO
 - 3.13.1 If yes, furnish particulars
 - 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? ~~YES~~ / NO

TENDER ID: 12-00000000

Municipalities and Provincial Governments

4. List of names of persons or companies to be invited

Full Name	Company Name	Street Address
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]
Mr. [Name]	[Company]	[Address]

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

DocuSigned by:

13 December 2019 | 6:00 AM SAST

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

MSCM Regulations: "in the service of the state" means to be -

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

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

Schedule 2 (to) ITB 2019/0000000000

Schedule 2: Declaration of Interest Declaration

1. A tenderer hereby certifies that he/she/it is not aware of any conflict of interest in relation to the tender and/or the tenderer's relationship with the employer.

Yes	No	Not Sure	Other
			X

- 1.1. If you have any doubt or are unsure, please tick the appropriate box in the table below:

Yes	No	Not Sure	Other

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

2.1 any inducement or reward in the CITT for or in connection with the award of this contract, or

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

Yes	No	Not Sure	Other
			X

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

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

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

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

DocuSigned by:

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Signature

Print name

On behalf of the tenderer (duly authorised)

13 December 2019 | 6:00 AM SAST

Date

TENDER NO: 1263/2019/20

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

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

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

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

TABLE 1 (YES/NO)

2.3.1	Does the tenderer or any of its subsidiaries have any past or present contract with the municipality / municipal body or any other organ of state for the purpose of the contract?	Yes ☐	No ☒
2.3.2	If so, furnish particulars		
2.3.3	Was any contract between the tenderer and the municipality / municipal body or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
2.3.4	If so, furnish particulars		

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

DocuSigned by:

AA3063F71A1F4E7...

Signature

Print name:

On behalf of the tenderer (duly authorised)

13 December 2019 | 6:00 AM SAST

Date

Please find attached our Municipal account for City of Cape Town

TENDER NO. 1235/2019/20

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

To: THE CITY MANAGER, CITY OF CAPE TOWN
 From: REFER TO ATTACHED MUNICIPAL ACCOUNTS
 (Name of tenderer)

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

The tenderer:

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

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

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

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

DocuSigned by:

13 December 2019 | 6:00 AM SAST

Signature

Print name

On behalf of the tenderer (duly authorised)

Date

TENDER NO: 126S/2019/20

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

This schedule is applicable to this tender as per categories set out in the pricing schedule.

The tender offers of tenderers who submit incorrect pricing or prices subject to adjustment and/or rate of exchange variation (instead of firm prices or mark-up as stated in the pricing schedule), shall be declared non-responsive.

Supply of the CCT POS System
Maintenance and Support of the CCT POS System
Software Development

- This schedule is not applicable to this tender and should be disregarded.
- The tender offers of tenderers who submit prices subject to adjustment and/or rate of exchange variation (instead of firm prices) shall be declared non-responsive.

Supply of Hardware

Pricing Instructions:

- 8.1 The Contract Price Adjustment mechanism contained in the Pricing Instructions and Pricing Schedule is compulsory and binding on all tenderers.
- 8.2 Failure to comply to this schedule or any part thereof shall 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 deviate from the pricing as set out or provided for in the Price Schedule, and if the tenderer offers prices in contravention of this clause the tender offer shall be declared non-responsive.

TENDER NO: 120S/2019/20

Schedule 9: Occupational Health and Safety Agreement

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

(Supplier/Mandatar/Company/CC Name)

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

I, _____, representing

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

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

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/her 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 Johannesburg on the _____ day of _____ December 2019

Witness

Mandatar

Signed at Johannesburg on the _____ day of _____ 2019

Witness

for and on behalf of
City of Cape Town

[illegible]

1

1. $\text{C}_2\text{H}_5\text{COOH} + \text{C}_2\text{H}_5\text{COOH} \rightleftharpoons \text{C}_2\text{H}_5\text{COOC}_2\text{H}_5 + \text{H}_2\text{O}$

[illegible]

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Arar and Collins (1971) using a Shimadzu 1010 spectrophotometer.

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Sponholz (1980). The total chlorophyll content was determined by the method of Arar and Cook (1980).

ii. $\mathcal{C}_1$ is a $\mathcal{C}_2$ -subalgebra of $\mathcal{C}_1$ if and only if $\mathcal{C}_1$ is a $\mathcal{C}_2$ -subalgebra of $\mathcal{C}_1$ and $\mathcal{C}_1$ is a $\mathcal{C}_2$ -subalgebra of $\mathcal{C}_1$.

various $\mathbb{Z}_2$ -extensions of $\mathbb{Q}$ and $\mathbb{Q}(\sqrt{2})$ and their Galois groups over $\mathbb{Q}$ and $\mathbb{Q}(\sqrt{2})$ respectively.

(iv) *non-physically informed* and *non-invariant* to first law of mechanics (based on both propositions) shall be an *accidental* and

(c) α and β are the same graph, and vertices are the leaves, or nodes, in the nested list of leaf nodes in the tree, and

(d) The defendant has agreed at this time to deposit only four (4) million (4,000,000) shares of common stock, in agreement with the plaintiff and the plaintiff's counsel. However, defendant has been advised by a prior written (e-mail) request from the plaintiff to deposit more than four million (4,000,000) shares of common stock.

7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, consultation, agreement or arrangement with any outside the Institute.

$\frac{1}{2} \frac{1}{2} \frac{1}{2}$

(b) geographical area where goods or services will be rendered (market allocation)

(c) residuals, perhaps as found to calibrate models;

(d) The initiation or decision to submit or not to submit a tender;

(ii) The submission of a tender which does not meet the specifications and conditions of the tender, or

(c) involved with the litigation and to sign the contract.

9 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions of delivery particulars of the products or services to which this tender invitation relates.

9 The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any person other than the tendering authority, prior to the date and time of the official tender opening or of the awarding of the contract.

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 69 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

- DocuSigned by:

13 December 2019 | 6:00 AM SAST

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02490

5427315 38761841

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

(*Concessionary: Joint venture or Concessionary means an association of persons for the purpose of contributing their assets, money, skills, efforts, skill and knowledge in an activity for the execution of a contract.*)

TENDER NO. 1263/2015/20

Schedule 11: Local Content Declaration / Annexure C

Not used

TENDER NO: 1265/2019/20

Schedule 12: Price Basis for Imported Resources

Not used

A	Price of tender under consideration (P1) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage = (B/A)*100	%
	MINIMUM SUB CONTRACTING TARGET AS CONTAINED IN CLAUSE 6.9	100%

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03/10/2019	CoCT Municiple Account
28/10/2019	CoCT Municiple Account
26/11/2019	AON SA - Insurance Coverage Confirmation Letter
10/12/2019	Letter of Intent - Performance Security
12/12/2019	Pricing Terms & Conditions
12/12/2019	Covering Letter
12/12/2019	Executive Summary
12/12/2019	SAMRAS Software Functionality
11	
12	
13	
14	
15	
16	
17	

Attach additional pages if more space is needed

DocuSigned by:

13 December 2019 | 6:00 AM SAST

AA3083F741A1F4E7

Signature

Print name:

Date

On behalf of the lender: (duly authorized)

SIGNED ON BEHALF OF TENDERER: AA3083F71A1F4E7...

DATE: 13 December 2019 | 6:00 AM SAST

TENDER NO: 126S/2019/20

Schedule 16A Record of previous experience

Tenderers to complete the below and submit with tender submission.

List of relevant equivalent projects undertaken by the tenderer in the last 5 years, including the maintenance of a minimum of one hundred (100) POS Units

Name of Client	Name of Responsible Officer	Telephone No/e-mail address	Description of Project	Period: Start and End dates
George Municipality Swellendam Municipality Stellenbosch Municipality			8000 POS terminals under support across Southern Africa	Ongoing for over 2 years
			Supply and installation of 13 000 POS Terminals	Ongoing for 27 years
			Supply and installation of 8000 POS Terminals	Ongoing for 18 years
			Supply and installation of Full SAUCOS ERP	Ongoing for over 20 years

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

DocuSigned by:

AA3063F71A1F4E7...

DATE:

13 December 2019 | 6:

IPM (5110) - 12/13/2019 10:10

SCHEDULE TO B

and the other is a copy of the original of the same, and the same is to be kept in the office of the

12/13/2019

SIGNED ON BEHALF OF TENDERER: DocuSigned by: AA3063F71A1F4E7...

13 December 2019 | 6:00 AM SAST
DATE:

13 December 2019 | 6:00 AM SAST

CONFIDENTIAL

CONFIDENTIAL: This document contains information that is confidential to the Government of South Africa. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with the provisions of the Protection of Information Act (94 of 2002) and the Information Management Act (64 of 2001).

Do you agree to the terms and conditions of the contract?	YES ☒ NO ☐
---	--

Or

Do you agree to the terms and conditions of the contract?	YES ☐ NO ☒
---	--

SIGNED ON BEHALF OF TENDERER:

DocuSigned by:
AA3063F71A1F4E7...

13 December 2019 | 6:00 AM SAST
DATE:

TENDER NO. 126S/2019/20

SCHEDULE 16 D: MANDATORY QUESTIONS

Requirement Number

1.	Y ✓	N
----	-----	---

Function

Simple to operate and navigate

Description

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

Requirement Number

2.	Y ✓	N
----	-----	---

Function

Rapid response time - from payment to issuing of receipt

Description

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

Requirement Number

3.	Y ✓	N
----	-----	---

Function

Maintain continuous operation during network. Offline functionality

Description

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

Requirement Number

4.	Y ✓	N
----	-----	---

Function

Provide rapid and complete recovery

Description

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

Requirement Number

5.	Y ✓	N
----	-----	---

Function

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

TENDER NO 125S/2019/20

Description

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

Requirement Number

6.	Y✓	N
----	----	---

Function

Upgradable and expandable software.

Description

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

Requirement Number

7.	Y✓	N
----	----	---

Function

Software must be readily maintainable.

Description

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

Requirement Number

8.	Y✓	N
----	----	---

Function

Operate on environment software and hardware that is well supported

Description

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

Requirement Number

9.	Y✓	N
----	----	---

Function General Features:

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

TENDER NO: 126S/2019/20

Requirement Number

10.	Y✓	N
-----	----	---

Function

Receipt Format

Description

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

Requirement Number

11.	Y✓	N
-----	----	---

Function

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

Description

The above must be validated on the POS

Requirement Number

12.	Y✓	N
-----	----	---

Function

Bar Coding

Description

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

Requirement Number

13.	Y✓	N
-----	----	---

Function

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

Description

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

TENDER NO 1265/2019/20

Requirement Number

14.	Y ✓	N
-----	-----	---

Function

Receipt format: mmm/ccc/nnnnn/ll

Description

Receipts must be numbered as follows:

mmm = Point of Sale Number (POS)

ccc = Cashier Number

nnnn = Sequence Number incrementing by one until 9999 is reached then reverts back to one.

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

Requirement Number

15.	Y ✓	N
-----	-----	---

Function

Receipt Sequence Number

Description

The sequence number must be connected to the POS number.

Requirement Number

16.	Y ✓	N
-----	-----	---

Function

Receipt Printing

Description (i)

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

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

Description (ii)

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

2002/01/16 15:20 mmm/ccc/00177/001 R10,25 CHEQUE

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

Description (iii)

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

Description (iv)

Amount Tendered

Description (v)

Change

TENDER NO 1265/2019/20

Description (vi)

Service Allocation

Description (vii)

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

Description (viii)

Audit Trails

Description (ix)

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

Requirement Number

17.	Y✓	N
-----	----	---

Function

Types of Receipts

Description (i)

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

Description (ii)

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

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

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

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

TENDER NO: 1265/2019/20

Description (iii)

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

POS to produce a receipt

Description (iv)

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

Description (v)

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

Description (vi)

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

Description (vii)

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

Description (viii)

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

Requirement Number

10.	Y ✓	N
-----	-----	---

Function

Methods of Payment

Description

The POS system must be able to distinguish between modes of payment as listed below:

- Cash
- Cheques (cheque readers are required as an optional feature)
- Postal Orders
- Telegraphic Orders and Money Orders are collected from the Post Office and then treated as cash
- Debit Cards
- Credit Cards
- Deposit slip payments/Direct Banking
- Other

TENDER NO: 126S/2019/20

Requirement Number

19.	Y✓	N
-----	----	---

Function

Receipt Codes

Description

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

Requirement Number

20.	Y✓	N
-----	----	---

Function

Payment Types

Description

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

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

Requirement Number

21.	Y✓	N
-----	----	---

Function

General

Description (i)

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

Description (ii)

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

Description (iii)

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

TENDER NO: 1269/2019/20

Requirement Number

22.	Y✓	N
-----	----	---

Function

Over Receipting

Description

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

Requirement Number

23.	Y✓	N
-----	----	---

Function

Under Receipting

Description

An additional receipt will be issued for the difference.

Requirement Number

24.	Y✓	N
-----	----	---

Function

Cancellations/ and Error Corrections

Description

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

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

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

Requirement Number

25.	Y✓	N
-----	----	---

Function

Dishonoured Cheques

Description

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

The POS will receive this information from C&B.

VENDOR NO: 1268/2019/20

Requirement Number

26.	Y✓	N
-----	----	---

Function

Cash substitution

Description

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

Requirement Number

27.	Y✓	N
-----	----	---

Function

Cashier Balancing Summary

Description

At no time must Cashiers be able to obtain a balancing summary unless they have provided the POS the count of different CASH denominations on hand eg 50x2c; 62x10c; 14xR5, etc. The system must use this information for the calculation of balancing totals. Imbalances must be reported to the Cashier without displaying actual values. The number of "retries" permitted must be dictated by the system according to set-up criteria specified by C2B. Details of every attempt to balance must appear on the Audit Trails.

Requirement Number

28.	Y✓	N
-----	----	---

To be developed

Function

Calculator

Description

Cashier must have access to a built-in calculator.

Requirement Number

29.	Y✓	N
-----	----	---

Function

Receipting

Description

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

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

TENDER NO. 1765/2019/20

Requirement Number

30.	Y✓	N
-----	----	---

Function

Receipts Issued

Description

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

Requirement Number

31.	Y✓	N
-----	----	---

Function

Amount Field

Description

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

Requirement Number

32.	Y✓	N
-----	----	---

Function

Deposit Slip/Cheque Listing

Description

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

Requirement Number

33.	Y✓	N
-----	----	---

Function

Cheque Payment

Description

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

Requirement Number

34.	Y✓	N
-----	----	---

Function

Cheque Drawer Override

Description

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

TENDER NO: 1265/2019/20

Requirement Number

35.	Y✓	N
-----	----	---

Function

Parameter Download

Description

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

Requirement Number

36.	Y✓	N
-----	----	---

Function

Monitor Cashier Activities

Description

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

Requirement Number

37.	Y✓	N
-----	----	---

Function

Transaction Up-Loads

Description

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

Requirement Number

38.	Y✓	N
-----	----	---

Function

Cash float

Description

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

TENDER NO 1265/2019/20

Requirement Number

39.	Y✓	N
-----	----	---

Function

Journal view

Description

Cashier must be able to view processed transactions

Requirement Number

40.	Y✓	N
-----	----	---

Function

End of shift/Closing Off

Description (i)

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

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

Description (ii)

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

Description (iii)

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

Requirement Number

41.	Y✓	N
-----	----	---

Function

Reports - General Information

Description (i)

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

Description (ii)

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

TENDER NO 1265/2019/20

Description (iii)

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

Requirement Number

42.	Y✓	N
-----	----	---

Function

Security Access / Requirements

Description

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

Functions - Cashier:

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

Functions - Supervisor:

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

User access

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

TENDER NO: 126S/2019/20

SCHEDULE 16E: Key Personnel

<u>Name & Surname</u>	<u>Driver's licence</u> (Certified copies) submitted: YES/NO	<u>Qualifications</u> (Certified copies) submitted: YES/NO	<u>CV submitted</u>
1. <u>TECHNICAL:</u>			
1.1	Yes	Available if awarded	Yes
1.2	Yes	Available if awarded	Yes
1.3	Yes	Available if awarded	Yes
1.4	Yes	Available if awarded	Yes
1.5	Yes	Available if awarded	Yes

Attach additional pages if more space is required.

13 December 2019 | 6:00 AM SAST

DocuSigned by:

AA3063F71A1F4E7

DATE:

SIGNED ON BEHALF OF TENDERER:

TENDER NO: 126S/2019/20

Schedule 1DE: Key Personnel continue

Name & Surname		Years of experience	Certification/Qualification	MR Subcontract
#	PROJECT MANAGER:			
1.		10		Yes
#	CONTRACT MANAGER:			
1		10	Certified costest submitted YES/NO	Yes
#	SOFTWARE DEVELOPER:			
1.		20		Yes

Attach additional copies if more space is required.

13 December 2019 | 6:00 AM SAST

DocuSigned by:

AA3063F71A1F4E7...

SIGNED ON BEHALF OF TENDERER:

DATE:

116

TENDER NO 1265/2019/20

(10) CONTRACT DOCUMENTS**ANNEXURE 1: Form of Guarantee / Performance Security****FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: **SEE ATTACHED LETTER OF INTENT**

Physical address of Guarantor:

"Supplier" means:

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

Amount in words:

"Guaranteed Sum" means: The maximum amount of R.

Amount in words:

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

PERFORMANCE GUARANTEE

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

TENDER NO 126S/2019/20

- 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5, or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 20 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

TENDER NO. 126S/2019/20

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 10 October 2019) approved for issue of contract guarantees to the City

TENDER NO: 1265/2019/20

ANNEXURE 2: Form of Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE – Not applicable

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means

Physical address of guarantor

"Supplier" means

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

Amount in words:

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

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

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

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

Amount in words:

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

TENDER NO: 1265/2019/20

- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 10 This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 12 This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 43 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 29 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at _____

Date _____

Guarantor's signatory (1) _____

Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____

TENDER NO. 1203/2019/20

ANNEXURE 2A: Advance Payment Schedule

This Advance Payment Schedule is to be read in conjunction with clause 10.5 in the SCC. The purpose of this schedule is to identify specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

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

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier

Conditions:

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

APPENDIX 3: Monthly Project Labour Report Template

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instructions for completing and submitting this form

Index

The Monthly Project Labour Reports must be completed in full, using typed, capital letter characters; alternatively, should a computer not be available, handwritten in block ink characters (lowercase) on plain forms will also be accepted.

Any conditions relating to targeted labour stipulated in the Contract (in the case of reconnected services / works) shall apply to the conclusion and submission of these forms.

This document is available in Microsoft Excel format upon request from the City's EDP/ISD call center at 408.948.0800 or edp@sanjose.gov.

Prolactin Details:

ನೀವು ಇದರಲ್ಲಿ ನಂಬಿಕೆಯನ್ನು ಇಡಬೇಡಿ ಎಂದು ಹೇಳುತ್ತಿದ್ದಾರೆ. NA

case of track, stipulated by the City, name and number must be assigned. The name of the contractor or the name of the project may be assigned if necessary. In the case of form letters the contractor must assign the name of the project and the name of the contractor. The name of the contractor must be assigned to the form letter as indicated.

of 1906, and the total was 1,000,000. The total was 1,000,000 in 1906, and the total was 1,000,000 in 1906.

marked the return of the
Muckers' trials and black reformer
Cassius M. Clay, to announce that we were about to
have a new and better world.

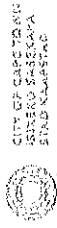
workers in document in which a Certified copy must be sent for inspection

100

Asymptotically in each direction $\alpha, \beta \in \mathbb{R}$ the representation above for $\mathcal{C}(\alpha, \beta)$ is uniformly convergent for

[illegible]

ANNEX 1 (continued)

TENDER NO: 126S/2019/20
MONTHLY PROJECT LABOUR REPORTCITY OF SASKATOON
SASKATOON, SASKATCHEWAN
S4N 0A6

WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year		Month		Day				
No.	First name	Surname	ID number	Jobseeker Database Reference Number	Row Worker (VIN)	Gender (M/F)	District (VIN)	No of days worked this month (hours worked)	No of days worked this month (hours worked)	Rate of pay (R-4)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
Declared by Contractor or Vendor to be true and correct		Name		Date		Signature				
Received by Employer's Agent/ Project Manager/ Representative:		Name		Date		Signature				

TENDER NO: 126S/2019/20

ANNEXURE 4: BBBEE Sub-Contract Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION:

SUPPLIER:

BBBEE SUB-CONTRACT EXPENDITURE REPORT					
Rand Value of the contract (as defined in Schedule 4, Preference Schedule) (R ¹)		R		B-BBEE Status Level of Prime Supplier	
Name of Sub-contractor (Ref: c1)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier	
Sub-contractor A		R	R	R	
Sub-contractor B		R	R	R	
Sub-contractor C		R	R	R	
Total				Total	
Documentary evidence to be provided				Expenditure as percentage of R ¹	

Signature:

Declared by supplier to be true and correct

Date:

Verified by DCI Project Manager

Date:

TENDER NO: 1265/2019/20

ANNEXURE 5: Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: _____

SUPPLIER: _____

PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium			
Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentages contribution of each partner as per the Partnership/ JV Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$	
Partner A		% R	% R	R	%	
Partner B		% R	% R	R	%	
Partner C		% R	% R	R	%	

Documentary evidence to BS ON/NDSC

Signatures

Declared by supplier to be true and correct: _____

Date: _____

Verified by CCT Project Manager: _____

Date: _____

TENDER NO: 126S/2019/20

ANNEXURE 6: Insurance Broker's Warranty (Pro Forma)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Herzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 126S/2019/20

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

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed _____

For: _____ (Supplier's Insurance Broker)



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Chief Councillor
17 Matroos Boulevard 8001
P.O. Box 655 Cape Town 8000
VAT registration number
4567173197



Tax Invoice number
Customer VAT registration number
Account number
Distribution code
Business partner number

Computer generated copy tax invoice

Tel: 086 010 3059 - Fax: 036 201 1017
Int. international calls +27 21 401 4701
Email: accounts@capetown.gov.za
Correspondence, Director: Revenue, P.O. Box 655,
Cape Town 8000
Web address: www.capetown.gov.za

Account summary as at 03/10/2019		Due date	28/10/2019
At:			
Previous account balance			72616.02
Less payments			0.00
Arrears (a)	Payable immediately		72616.02
Latest account - see overleaf			2474.99
Credit (b)			2474.99-
	Total (a) + (b)		70141.03
Total (a) + (b) above		70141.03	
Total liability		70141.03	

THINK WATER
CARE A LITTLE. SAVE A LOT.
www.capetown.gov.za/thinkwater

Please note:

1. Payment options

- (a) Debit orders: Call 0860 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.EasyPay.co.za or www.payCity.co.za.
(c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
(d) Direct deposit at Nedbank: Please present your account number 221012756 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.

2. Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.

3. Interest will be charged on all amounts still outstanding after the due date.

4. You may not withhold payment, even if you have submitted a query to the City concerning this account.

5. Failure to pay could result in:

(a) the City recovering debt overdue on the purchasing of pre-paid electricity.

(b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.

A disconnection fee will be charged and your deposit amount might be increased.

Pay points: City of Cape Town cash offices or the vendors below:

ACCELERATE PROPERTY FUND LIMITED	
Account number	
Total due if not paid in cash	70141.03
Amount due if paid in cash	70141.00
Rounded down amount carried forward to next invoice	0.03

>>>> 915552210127562

Account details as at 03/10/2019

Account number



PROPERTY RATES (Period 05/09/2019 to 03/10/2019) 29 Days

A'

Business and commercial

Total value

From 05/09/2019 : R 6200000.00 @ 0.0111000 + 366 x 29

54529.51

54529.51



WATER (Period 31/08/2019 to 30/09/2019 - 31 Days) (Actual reading)

A1

Meter no: 488032 / Consumption 30.000 kl / Daily average 0.968 kl

& Consumption charge (commercial)

(30.000 kl X R 27.3200)

819.60

& Fixed Basic Charge (40mm - 488032) R 400.00 x 1

400.00

1219.60



REFUSE (Period 05/09/2019 to 03/10/2019) 29 Days

A1

& Refuse charge (16 X 240IBIN X 1 Removals)

2533.60

2533.60



SEWERAGE (Period 31/08/2019 to 30/09/2019 - 31 Days) (Actual reading)

A1

& Disposal charge

(28.500 kl X R 24.5400)

699.39

699.39



IMPROVEMENT DISTRICT (Period 05/09/2019 to 03/10/2019) 29 Days

A1

Total value

9122.64

& From 05/09/2019 : R 6200000.00 @ 0.00185700 + 366 x 29

9122.64



SUNDRIES

Account Maintenance

1528.21

Account Maintenance

911.54

Account Maintenance

2913.64

Account Maintenance

56409.84

Account details as at 03/10/2019				Account number	
Account Maintenance				10852 79	
				72616.02-	
Add 15% VAT on amounts marked with & above				2036.29	
0% VAT on amounts marked with # above					
Current account: Total due				2474.99-	
Meter details		Previous reading		New reading	Units used
WATER	488032	58320.000k	(Actual)	58550.000k	(Actual)
					30.000k



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Civic Centre
 12 Herizog Boulevard 6001
 PO Box 455 Cape Town 8000
 VAT registration number
 4500193497



Tax invoice number
 Customer VAT registration number
 Account number
 Distribution code
 Business partner number

Computer generated copy tax invoice

Tel: 085 010 3037 - Fax: 085 301 1017
 Tel International code: +27 21 891 4701
 E-mail: accounts@capetown.gov.za
 Correspondence Director: Revenue P.O. Box 455
 Cape Town 8000
 Web address: www.capetown.gov.za

Account summary as at 28/10/2019

Due date **22/11/2019**

At

Previous account balance

285043.46

Less: payments (22/10/2019)

Thank you

569157.79

Credit (a)

264114.33

Latest account - see overleaf

322156.15

Current amount due (b)

Payable by 22/11/2019

322156.15

Total (a) + (b)

38041.82

Total (a) + (b) above

38041.82

Total liability

38041.82

THINK WATER
 CARE A LITTLE. SAVE A LOT.
www.capetown.gov.za/thinkwater

Please note:

1. Payment options

- (a) Debit orders: Call 0850 103 089 or visit a Customer Service Centre. (b) Internet payments: Visit www.Easypay.co.za or www.payCity.co.za
 (c) Electronic payments (EFT): Select the City of Cape Town as a bank-listed beneficiary on your bank's website. Use only your nine-digit municipal account number as reference.
 (d) Direct deposit at Nedbank: Please present your account number 221492670 to the bank teller. (e) Cash, debit card, credit card and other: Please present your account to the cashier.

2. Where the City incurs bank costs on any mode of payment, the City will recover such cost on the portion of the amount above R7000.00 per transaction per account number. The City absorbs such costs in respect of a single payment of R7000.00 and below.

3. Interest will be charged on all amounts still outstanding after the due date.

4. You may not withhold payment even if you have submitted a query to the City concerning this account.

5. Failure to pay could result in:

(a) The City recovering debt overdue on the purchasing of pre-paid electricity.

(b) your water and/or electricity supply being disconnected/restricted. Immediate reconnection of the supply after payment cannot be guaranteed.

A disconnection fee will be charged and your deposit amount might be increased.

Pay points: City of Cape Town cash offices or the vendors below:



ACCELERATE PROPERTY FUND LIMITED



>>>> 915552214926704

Account number

Total due if not paid in cash 38041.82

Amount due if paid in cash 38041.80

Rounded down amount carried forward to next invoice 0.02

Account details as at 28/10/2019

Account number

		ELECTRICITY (Period 23/09/2019 to 22/10/2019 - 30 Days) (Actual reading)	
AI			
14B			
Meter no: 3507969486845 / Peak demand 458.512 kVA			
a. Large power user (Med volt - demand charge)		(458.512 kVA X R 273.1200)	125228.00
b. Large power user (Med volt - energy charge)		(158000.000 kWh X R 0.9660)	152705.28
c. Service charge		(30 Days X R 73.3900)	2201.70
			280135.76

Add 15% VAT on amounts marked with a above

42020.37

Current account: Total due

322156.15

Meter details		Previous reading		New reading		Units used
ELECTRICITY	3507969486845	008	0.000kVA (Actual)	0.057kVA (Actual)		0.057kVA
ELECTRICITY	3507969486845	007	1710.870kWh (Actual)	1730.630kWh (Actual)		19.760(X8000)kWh

Tender due date: 13 December 2019

City of Cape Town
2nd Floor (Concourse Level)
Civic Centre
12 Hertzog Boulevard
Cape Town

RE: RFP/RFQ number: 126S/2019/20

Letter of Intent to: ANNEXURE 1: Form of Guarantee/ Performance Security

Dear Procurement Manager,

would like to thank the City of Cape Town for the opportunity to participate in this RFP.

We refer to ANNEXURE 1: Form of Guarantee/ Performance Security.

, a division of are prohibited to grant a performance security,
however, we wish to present this letter as an Intent for guarantee for a performance security on award of contract.

DocuSigned by:
F3A79C9250A84EC

26 November 2019

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 126S/2019/20

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

NAME OF SUPPLIER:

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

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

Yours faithfully

For and on behalf of

Terms & Conditions

Basis of pricing:

Pricing excludes South African VAT

Pricing excludes all withholding tax, government duties, levies and tariffs

Pricing is subject to Bytes Standard Terms and Conditions

Pricing excludes any statutory increases which may be levied

Maintenance pricing will be subject to an annual increase on the anniversary of the contract

Annual pricing Increase includes an indicative 5% CPI rate, to be confirmed on the anniversary of the contract

Pricing includes a shipping charge to repair. Should the fuel price change by more than 10% from that used to calculate the courier charges in this quote, Bytes MS reserves the right to revise the pricing

Should the fuel price change by more than 10%, Bytes MS reserves the right to revise the pricing

Delays experienced outside of Bytes MS' control will be for the cost of the customer

Pricing based on industry standard failure rates per device per annum - should this failure rate vary significantly pricing will be adjusted accordingly

Software support is not affected by device quantities

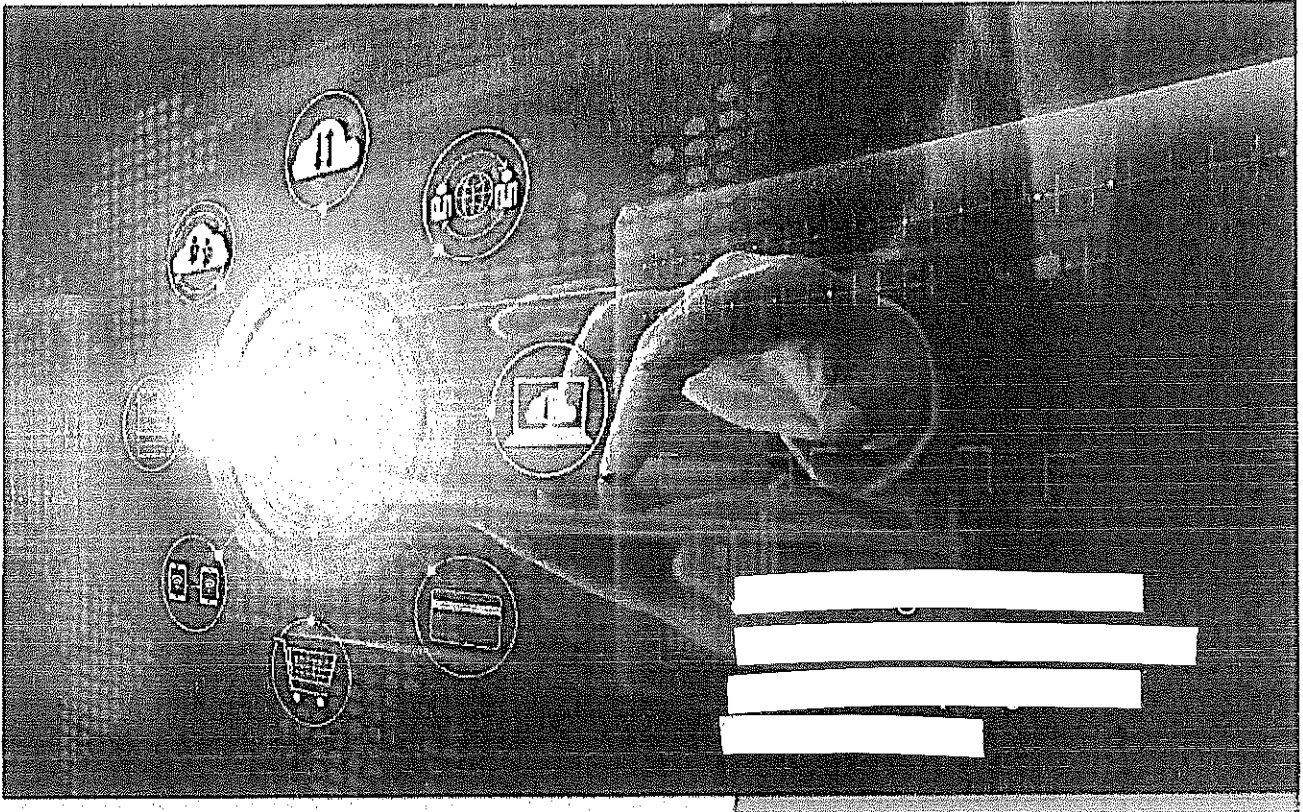
Pricing based SLA as per RFP document

Pricing based on a minimum contract duration of 6 years

Pricing based on information supplied

Errors and omissions excepted

Pricing is valid for 120 days from date of quote



Executive Summary

City of Cape Town

The design, supply, delivery, implementation and maintenance of a customized, fully manageable and integrated cash receipting system for the city of Cape Town

Tender No: 1265/2019/20

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY 3

1.1 Introduction 3

1.2 Our Understanding of your Requirements..... 3

1.3 3

1.4 Why Select Bytos MS as the End-To-End Solutions Provider? 5

1.4.1 5

1.4.2 Corporate Stability 7

1.5 Conclusion 7

1 EXECUTIVE SUMMARY

1.1 Introduction

First and foremost, [redacted] a division of [redacted] takes pride in the opportunity to respond to TENDER NO: 1265/2019/20 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 6 () Years.

Our commitment to City of Cape Town is to be a partner that shares in your vision and priorities which include strategies to consolidate, where possible, the City's two Data Centres by leverage the existing strategic investment in SAP and Microsoft technologies.

Furthermore, we value the opportunity to co-create with you on initiatives which will aid your organization on being an innovative partner in order to best align with your strategic imperatives.

[redacted] is a vendor agnostic [redacted] ns service provider that partners with best-of-breed vendors to provide leading edge solutions to clients in South Africa.

Our delivery track record features some of the largest, most demanding, innovative and sophisticated client solutions with long-standing client relationships throughout different industries in South Africa and in other global parts.

We can offer end-to-end integrated solutions underpinned by the leading IT Group in South Africa – Altron. As such [redacted] uniquely positioned to transform the environments of our customers whom we are privileged to walk the technology journey with.

1.2 Our Understanding of your Requirements

The City of Cape Town needs to replace its existing cash receipting solution with a new managed solution that provides the City with the necessary technology and expertise for the next 6 years. The solution must be able to co-exist and integrate with the existing management and reporting portal. In addition, the system must support and co-exist with the Cities strategic software partners in Microsoft and SAP.

1.3

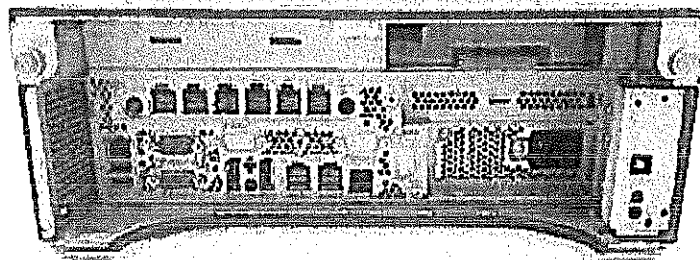
As an organisation, [redacted] prides itself for being an entity that is at the forefront of employing business models whereby we undertake to actively contribute to our national challenges as citizens of South Africa.

Our value proposition is primarily focused [redacted] being uniquely positioned in the delivery of the Cash receipting solution to the City of Cape Town. The context of this position is that we are the most proficient and largest provider of enterprise Point of Sale Solutions in the Western Cape. This coupled with our leading Managed Services capability make [redacted] a complete solution provider for this project. Our Managed Services Capability encompasses 23 manned warehouses, 110 points of presence and 1400 field service engineers, backed up by class leading ITSM, patch management and security solutions to manage the end points or in this case the POS terminals.

[redacted] are proposing a solution with hardware and software from South Africa's leading provider of Managed services, point of sale. This coupled with over 30 years of local government expertise in our [redacted] team makes our solution a logical choice for the City. The solution comprises the highest quality class leading point of sale terminal coupled with Samras Enterprise class cash receipting software designed for and used by many municipalities in the Western Cape.

This provides the City of Cape Town with unlimited scalability, functionality and reporting power, whilst providing a customer experience at the point of sale that is fast and efficient.

The point of sale terminal matches and exceeds the specifications required by the City whilst being the most robust, easy to use and advanced terminal of its kind. The unique backplane allows for unlimited connectivity with multiple powered USB, serial, VGA (if required), HDMI and display unit connectors. The terminal has the latest technology 17" capacitive touch screen, allowing the user the simplest and most efficient interface. This terminal is used by major retailers in Southern Africa and there are over 10 000 deployed running at a failure rate of less than 0.3%. This represents the most reliable device of its kind on the market.



has selected the cash receipting software since the software has been locally developed for use in Local government Institutions. This ensures that the entire solution is designed, supplied, customised and maintained by [redacted]. The development team resides in Cape Town and allows the City unique flexibility to be able to provide additional functionality to the City efficiently and reliably. The [redacted] software has an easy to use and intuitive UI coupled with unlimited scalability, delivered on a browser.

cash receipting software Deploys a single point-of-sale solution across borders and Cash receipting formats. With [redacted] you can lower maintenance and support costs by managing a single solution that uses the same application for different types of clients or payments, all managed by the same server. The [redacted] Solution also supports country-specific requirements such as multi-language, multiple tender options (including Euro), fiscal, EFT interfaces and local peripherals

SAMRAS improves customer service without increasing operating costs Increase speed and productivity and reduce training time and costs with the intuitive design of the SAMRAS cashier user interface. Faster checkout results in improved rate payer service. The easy-to-use interface also reduces errors and help requests.

SAMRAS ensures system availability and data protection. High checkout system availability reduces maintenance costs, prevents operations productivity losses, and ensures maximum customer satisfaction. SAMRAS reduces potential downtime with multilevel redundancy for data capture and storage. Cash Receipting is not affected by network or server failure, and recovery procedures are automatic and simple. This translates to the City being able to process transactions even under offline conditions. Linked to this, offers a complete suite of business and solution consulting, solution design, customization and integration, and project management services to identify the best solution for your current environment, reduce the risk of implementation, ensure you achieve the maximum benefit from your new solution in the shortest amount of time, and minimize the impact of implementation on your daily operations.

The Key Features of the solution are: -

- Flexible architecture design
- Hardware and operating system independence
- Full-featured POS application
- Intuitive, human factors engineering-designed application interfaces
- Robust pricing, promotion and loyalty application
- Web-based POS management application

The design of the solution encompasses a central management server connected to multiple POS terminals in branch or region. The final design to be determined once we understand the City's WAN infrastructure. The management console/server allows for the reporting requirements as per the tender requirements in a browser-based format but provides for additional report customization and analysis that we believe will be of value to the City into the future. The solution also allows for full offline functionality for cash receipting and polls automatically once WAN connectivity is restored.

The total solution is available using both Capex and Opex modelling, but we have proposed only Capex based on the tender format. Should an Opex commercial solution be required, we are able to provide the City with unique modeling encompassing all maintenance and servicing pertaining to the POS solution in a monthly figure.

1.4 Why Select is the End-To-End Solutions Provider?

1.4.1 Points of Presence

Our significant footprint across South Africa and Africa, shown below, provides the basis and ability to provide a broad spectrum of support and maintenance services to many major commercial corporations and Public-Sector Enterprises.

Our expertise is in Cloud Services, Data Analytics, Internet of Things (IoT) and Security. We collaborate with several global ICT companies to provide solutions to local needs. Our competences span from legacy integration to digital transformation and the services catalogue includes the full spectrum of ICT, from big data, analytics and infrastructure to managed cloud.

ICT Infrastructure Related Services that are aligned with our Client's business requirements include traditional service towers like; service desk, end-user computing, server support, data security, network support services, data center storage solutions, security and ICT outsourcing

We also integrate the critical business process enablers such as contact centers, biometrics and identity management, workforce management and cloud-based "Platform-as-a-Service" solutions.

AT A GLANCE



Founded in
1965

Direct presence in
100 COUNTRIES
5 CONTINENTS
AMERICA, ASIA, EUROPE, AFRICA, AUSTRALIA

Our purpose is delivering innovation that matters, to address challenges particularly in these areas:

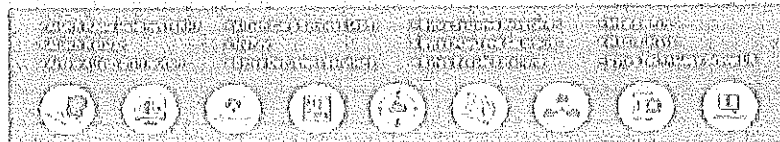
FINTECH

HEALTHTECH

SAFETY &
SECURITY

LEARNING &
DEVELOPMENT

We are invested in telecommunication and information technology solutions through our operations



1.4.2 Corporate Stability

The group is a Proudly South African company, listed and traded on the Johannesburg Stock Exchange, employing circa 8 000 people with a direct presence in 8 countries on 4 continents.

was founded in 1965, which provides the assurance of stability and longevity.

Our mission is to ensure we remain relevant, meeting the challenges that are faced by business and society today.

Our has been at the fore front of addressing society's challenges by delivering end-to-end technology solutions to businesses.

The Groups' 2018 financial performance, as depicted below, demonstrates exceptional financial strength.

Our continued operations highlights

Normalised Revenue	Normalised EBITDA	Normalised HEPS
+14%*	+19%*	+19%*
R19.7 billion	R1.1 billion	135 cents per share
Free Cash Flow	Normalised ROCE	R970 million investing activities (own cash resources)
+110%	21%	Net debt of R1.5 billion once all disposals completed
R47 million		

* As reported / calculated using periods for 2018 vs 2017, unless otherwise stated

1.5 Conclusion

S, has the capability, points of presence, scales and technology to ensure that all aspects of the delivery being technology, software, systems integration, managed services and customisation are delivered from a one company. This couple with over 30 years of local government experience in cash receipting and finance makes a logical choice.