TENDER NO: 21S/2026/27

TENDER DESCRIPTION: SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES

CONTRACT PERIOD: 60 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT (SUBJECT TO APPROVAL OF A MFMA SECTION 33 PROCESS)

CLOSING DATE	**16th September 2026**
CLOSING TIME	**10:00 am**
TENDER BOX NUMBER	**193**
TENDER FEE	**R200**

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

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

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

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

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	**17th July 2026**
SITE VISIT/CLARIFICATION MEETING	:	Time: **09:00** on Date: **17 August 2026** (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	**Meeting Room D, Podium Block, 5th floor, Civic Centre,** 12 Hertzog Boulevard, Cape Town. Or **Microsoft Teams meeting** **https://teams.microsoft.com/meet/320495594744119?p=Xsf1RGRe2IlplI5wl5** **Meeting ID:** 320 495 594 744 119 **Passcode:** D46u98fk
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 21S/2026/27: - SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES",** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE	:	**Email:** Channel.ManTender@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

1. 2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

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

The CCT intends to appoint a single tenderer for the allocation of work as well as a single Standby tenderer. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of **60** months from the commencement date of the contract, subject to the approval of MFMA Section 33.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of applicable procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the Conditions of Tender, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Standby Bidder

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

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

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

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

2.1.6.2 Appeals

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

b) An appeal must contain the following:

i. Must be in writing

ii. It must set out the reasons for the appeal

iii. It must state in which way the Appellant's rights were affected by the decision;

iv. It must state the remedy sought; and

v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

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

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

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

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za.

2.1.6.7 Compliance to the CCTs Appeals Policy.

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

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

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

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

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2. 2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);

b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule below to be completed);

c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.

d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);

e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);

g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,

h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;

i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;

j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;

k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);

l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 OEM Accreditation/ Authorisation

Tenderers must be authorised or accredited by the Original Equipment Manufacturer (OEM)/Original Software Manufacturer(OSM) to sell the software solution and to manage all required warranty processes and escalations. If the authorisation or accreditation is issued by a distributor instead of the OEM, proof must be provided showing that the distributor is authorised by the OEM to resell and/or issue such authorisations.

At the tender closing date, tenderers must submit all relevant documentation demonstrating their authority to sell, distribute, implement, and support the proposed software solution, and to manage any related warranty processes and escalations.

All letters submitted must adhere to the following requirements:

- Provide contact details of the OEM/OSM (Original Software Manufacturer)/Distributor
- Validity period
- Include the proposed product name(s)

OEM/OSM Declaration

If the tendering entity is the OEM/OSM, a declaration is required in the form of written confirmation on a letterhead, confirming that the tendering entity is the OEM/OSM and will supply, support and manage any warranty processes and escalations, as and when required.

Direct Accreditation With OEM/OSM

If the tendering entity has direct accreditation with the OEM/OSM, the tendering entity must provide valid proof of such accreditation. This proof must be submitted as an official written confirmation, issued on the OEM/OSM’s letterhead, and must be valid as at the tender closing date. The confirmation must expressly authorise the tendering entity to resell the OEM/OSM’s goods, support and manage any warranty processes and escalations, as and when required.

Accreditation Through A Distributor
If the tendering entity has direct accreditation with an accredited distributor, the tendering entity must provide two forms of documentary proof confirming such valid accreditations, on the respective entities’ official letterheads, valid as at the tender closing date, and expressly authorising to resell goods, support and manage any warranty processes and escalations, as and when required.

The required documentation comprises:
(a) an authorisation letter issued by the OEM/OSM to the accredited distributor; and
(b) an authorisation letter issued by the accredited distributor to the tendering entity.

Tenderers are to submit accreditation letter(s) with their tender submission attached to **Schedule F.13A**.

2.2.1.1.5 Mandatory Technical Requirements for Channel Management

Tenderers are requested to provide information regarding their ability to deliver a Channel Management solution. To assist the CCT in evaluating the proposed solution, tenderers must complete **Schedule F.13B** and must submit sufficient and verifiable evidence for each item listed in **Schedule F.13B**.

Acceptable supporting evidence may include but is not limited to supplier or product information sheets or official vendor documentation or recorded video demonstrations or walkthroughs.

Failure to provide sufficient and verifiable evidence for all items listed in **Schedule F.13B** will result in the tenderer being declared **non-responsive.**

2.2.1.1.6 Minimum score for functionality

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

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

Item	Evaluation Criteria	Applicable values/points	Scoring	Points
2.2.1.1.6.1	**Number of years in the industry**: Tenderer to demonstrate knowledge and experience maintaining and/or supporting a Channel Management solution. Scoring will be based on the total accumulative number of years in maintaining and supporting a Channel Management solution and services as confirmed by **Schedule F.13C**. Overlapping project periods will not be double counted. Please respond to this functionality requirement by completing **Schedule F.13C – Evidence to Functionality: 2.2.1.1.6.1.** Please provide evidence in **Schedule F.13C** of the number of years the tenderer has been maintaining and/or supporting Channel Management solutions to their client base. The Tenderer must specify client organisations, the solution/s provided, the dates and duration of each solution. The tenderer **must also provide reference contact details for verification purposes**. Contact details included must be verifiable. **Failure to complete Schedule F.13C will result in no points allocated**.	• 0 years • > 0 and < 2 years • ≥ 2 and < 4 years • ≥ 4 and < 6 years • ≥ 6 years	• 0 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Evaluation Criteria	Applicable values/points	Scoring	Points
2.2.1.1.6.2	**Previous Implementation Project Size** The Tenderer must provide evidence of the largest previously implemented project, specifically detailing the **maximum number of concurrent contact centre agents per shift**. An agent is defined as an employee who manages and resolves inbound and outbound customer interactions across multiple communication channels. Please respond to this functionality requirement by completing **Schedule F.13D – Evidence to Functionality: 2.2.1.1.6.2.** Please list the projects where Channel Management solutions have been implemented in **Schedule F.13D**. The Tenderer must specify client organisations, the solution/s implemented, the scale of previously implemented projects by specifying the number of concurrent agents using the solution per shift and the dates of each solution implemented. The tenderer must also provide reference contact details for verification purposes. Contact details included must be verifiable. Evaluation is restricted to solutions implemented in the last 5 years that have successfully gone live. (End date of project to be within the past 5 years.) **Failure to complete Schedule F.13D will result in no points allocated.**	• ≤ 50 concurrent agents • 51 – 100 concurrent agents • 101 – 200 concurrent agents • 201 – 400 concurrent agents • ≥ 401 concurrent agents	• 0 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Evaluation Criteria	Applicable values/points	Scoring	Points
2.2.1.1.6.3	**Implementation of IP-based telephony contact centre solutions** Tenderers are required to demonstrate proven experience in the completed implementation of IP-based telephony contact centre solutions. A maximum of 5 projects will be evaluated and a maximum score of 10 will be allocated (2 points per project). Please respond to this functionality requirement by completing Schedule **F.13E – Evidence to Functionality: 2.2.1.1.6.3**. Tenderers must list in **Schedule F.13E** the Channel Management solutions where they have completed the implementation of telephony contact centre solutions. The tenderer must also provide reference details for verification purposes. Contact details included must be verifiable. **Failure to complete Schedule F.13E will result in no points allocated.**	• 0 projects • 1 project • 2 projects • 3 projects • 4 projects • 5 projects	• 0 points • 2 points • 4 points • 6 points • 8 points • 10 points	10 points

Item	Evaluation Criteria	Applicable values/points	Scoring	Points
2.2.1.1.6.4	**Integration into correspondence and social media platforms** Tenderers must demonstrate proven experience in the successful implementation of a channel management solution that integrates with correspondence and social media platforms, e.g. social media or WhatsApp or Email or SMS. A maximum of 5 projects will be evaluated and a maximum score of 15 will be allocated (3 points per project). Please respond to this functionality requirement by completing Schedule **F.13F – Evidence to Functionality: 2.2.1.1.6.4**. Tenderers must list in **Schedule F.13F** the Channel Management solutions where they have completed an implementation that integrates into correspondence and social media platforms, e.g. social media or WhatsApp or Email or SMS. The tenderer must also provide reference details for verification purposes. Contact details included must be verifiable. Failure to complete **Schedule F.13F** will result in no points being allocated.	• 0 projects • 1 project • 2 projects • 3 projects • 4 projects • 5 projects	• 0 points • 3 points • 6 points • 9 points • 12 points • 15 points	15 points
2.2.1.1.6.5	**Integration with CRM systems** Tenderers are required to demonstrate proven experience in the successful completed implementation of a channel management solution that integrates with CRM systems. A maximum of 5 projects will be evaluated and a maximum score of 25 will be allocated (5 points per project). Please respond to this functionality requirement by completing Schedule **F.13G – Evidence to Functionality: 2.2.1.1.6.5**. Tenderers must list in **Schedule F.13G** the Channel Management solutions where the tenderer completed an implementation that integrates with CRM systems. Contact details included must be verifiable. Failure to complete **Schedule F.13G** will result in no points allocated.	• 0 projects • 1 project • 2 projects • 3 projects • 4 projects • 5 projects	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

Item	Evaluation Criteria	Applicable values/points	Scoring	Points
2.2.1.1.6.6	**Integration with a 24-hour emergency response system** Tenderers are required to demonstrate proven experience in the successful completed implementation of a channel management solution that integrates with a 24-hour Emergency Computer-aided Dispatch (CAD) Response system. A maximum of 2 projects will be evaluated and a maximum score of 10 will be allocated (5 points per project). Please respond to this functionality requirement by completing Schedule **F.13H – Evidence to Functionality: 2.2.1.1.6.6**. Tenderers must list in **Schedule F.13H** the Channel Management solutions where they have completed an implementation that integrates with a 24-hour emergency response system. Contact details included must be verifiable. Failure to complete **Schedule F.13H** will result in no points allocated.	• 0 projects • 1 project • 2 projects	• 0 points • 5 points • 10 points	10 points
	Total			**100 points**

The minimum qualifying score for functionality is **60** out of a maximum of **100**.

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

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

2.2.1.1.6 Provision of samples – Not applicable

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

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

2.2.12.2 The tenderer shall return the entire tender document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so.

Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

2.2.12.5 The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

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

2.2.12.7 Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

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

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

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

2.2.14.1 The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;

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

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

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

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

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

2.2.17 Provide other material

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

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

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;

b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points.

Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

2.2.19.2 Evidence of tax compliance

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

Tenderer pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

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

a) Inspected the Specifications and read and fully understood the Conditions of Contract.

b) Read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.

c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.

d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

e) Received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

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

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents though it's Tender Distribution Office and/or the official CCT tender portal**.** Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders, who obtained documents through any means other than described herein or who provided incorrect contact details to the CCT.

3. 2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C.4)**:

- Based on the sum of the prices/rates in relation to the estimated quantities, with the exception of Schedule B, which will not be included in the evaluation of this tender.

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

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

2.3.10.3.4 Applicable formula:

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

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

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

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10)
	Reconstruction and Development Programme (RDP) as published in Government Gazette	
1	***Promotion of Micro and Small Enterprises*** *Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)* *SME partnership, sub-contracting, joint venture or consortiums*	4
2	***Enterprise Supplier Development and Socio Economic Development*** *> 15% of total expenditure = 3 points* *> 10% up to 15% of total expenditure = 2 points* *>= 5% up to 10% of total expenditure = 1 points* *< 5% of total expenditure = 0 points*	3
3	***Skills Development OR Employee Share Scheme*** ***Skills Development*** *> 5% of total profit = 3 points* *> 3% up to 5% of total profit = 2 points* *>= 1% up to 3% of total profit = 1 points* *< 1% of total profit = 0 points* ***OR Employee Share Scheme*** *> 15% employee ownership = 3 points* *> 10% up to 15% employee ownership = 2 point* *>= 5% up to 10% employee ownership = 1 point* *< 5% employee ownership = 0 point*	3
	Total points	**10**

2.3.10.5 Risk Analysis

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

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

d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

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

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: 21S/2026/27

TENDER DESCRIPTION: SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES

CONTRACT PERIOD: 60 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

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

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 21S/2026/27 SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES

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

The tenderer, identified in the offer signature table below,

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

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;

2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;

3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;

4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:

4.1 terms and conditions stipulated in this tender document;
4.2 specifications stipulated in this tender document; and
4.3 at the prices as set out in the **Price Schedule**.

5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

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

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

____
Witness 1 Signature
Name and Surname:

____
Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 21S/2026/27 SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY

FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES

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

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

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

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

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

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

___________________________ For and on behalf of the City of Cape Town (Duly Authorised) Name and Surname:	_________________ Witness 1 Signature Name and Surname:
	________________ Witness 2 Signature Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 21S/2026/27 SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT FOR A CHANNEL MANAGEMENT AND VOICE SOLUTION FOR ALL THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES]

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

Notes:

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

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

1 Subject ....

Details ....

....

....

....

2 Subject ....

Details ....

....

....

....

3 Subject ....

Details ....

....

....

....

4 Subject ....

Details ....

....

....

....

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

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 21S/2026/27 SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES

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

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

The.. (Day)

Of.. (Month)

20........... (year)

At.. (Place)

For the Supplier: Signature(s) . . . .
Name(s) . . . .
Capacity . . . .
Signature and name of witness:

Signature . . . . Name . . . .

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

……………………..................……………………………………...........………………………… ,
(Supplier/Mandatary/Company/CC Name)

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

I, ……………………………………...…………………………………..............…………………………, representing

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

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

COID ACT Registration Number: ……………………………………………………………………………………..

OR Compensation Insurer: .... Policy No.: ....

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

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

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

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

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

______________________ ______________________

Witness **Mandatary**

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

______________________ ______________________

Witness for and on behalf of CCT

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

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

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 General specifications for items in the (C.4) Price Schedule, appear in section (C.5) Specification(s). Tenderers must refer to these specifications when completing the Price Schedule.

5.9 **A mark-up percentage (%)** is applied to the Original Equipment Manufacturer (OEM)/ Original Software Manufacturer (OSM) Retail Price to determine the evaluation price.

- The **mark-up percentage (%)** represents the mark-up amount expressed as a percentage of the OEM/OSM Retail Price, calculated as:
  - Mark-up % = (Mark-up amount / OEM/OSM Retail Price) × 100

- The **Evaluation Price** is the total price used for tender evaluation and ranking, calculated as**:**
  - Evaluation Price = OEM/OSM Price + Mark-up

5.10 Where a mark-up % is not applicable, in respect of the tenderer being the OEM/OSM, a 0% mark-up must be inserted for Tables A.1, Table A.3 and Table C.3.

5.11 Tenderers are not to make any assumptions regarding the Pricing Tables and Specifications and are to refer any clarification questions to the email address listed in the General Tender Information.

4. SCHEDULE A. SUPPLY OF A CHANNEL MANAGEMENT SOLUTION

TABLE A.1. SOFTWARE AND LICENCING

This table covers the supply of OEM/OSM products for the Channel Management solution, i.e. the software application(s) and the required licenses, maintenance and subscriptions. In this table, tenderers must provide the mark-up percentage for the software.

Tenderers must identify the software OEM/OSM's in the indicated column (column 3).

Refer to **Section 7.1 and 7.2 of C.5 Specifications** for the technical and general technical requirements of the Channel Management solution.

Item	Description	Source of Goods (OEMs/OSMs)	Markup %
A.1.1	Channel Management Solution and related software.		

The following table below is for evaluation purposes only.

For evaluation purposes, provide the total OEM/OSM **cost** to purchase or subscribe to the required Channel Management Solution software, including all maintenance and subscription costs for the full contract term, as set out in **Section 7 of the C.5 Specifications**.

Tenderers must include all software costs and **must submit OEM/OSM quote(s)** showing a full breakdown of the line-item making up the prices entered below. The quote(s) must clearly show software costs for Year 1, Year 2, Year 3, Year 4, and Year 5 as part of returnable schedule in Schedule F13I.

The OEM/OSM quote will serve as the basis for software procurement during the implementation phase.

Description	Year 1 (ZAR excl. VAT)	Year 2 (ZAR excl. VAT)	Year 3 (ZAR excl. VAT)	Year 4 (ZAR excl. VAT)	Year 5 (ZAR excl. VAT)
Channel Management Solution and related software.					

TABLE A.2. IMPLEMENTATION

This table is for the pricing of services to install, configure and deploy the proposed OEM solution for Channel Management.

Refer to **Section 7.3 of C.5 Specifications** for the implementation requirements of the Channel Management solution.

Item	Description	Unit	Total Price (ZAR excl. VAT)
A.2.1	Implementation of the **Channel Management solution** in accordance with the implementation requirements, including Envisioning, Planning, Development, Build, Integration, Stabilization, Deployment, the project methodology, and all related deliverables. The implementation cost must include low-code development, integrations, customisations, six months of hyper-care support after go-live, project management, change management functions, and change management materials. Tenderers are to refer to **Sections 7.3 and 7.6 of the C.5 Specifications** for the implementation requirements, project methodology and deliverables applicable in the City. Refer to **clause 16.7 of the SCCs** regarding the payment milestones.	Complete implementation of the Channel Management solution	R

TABLE A.3. DIGITAL MESSAGING PLATFORMS
This table is for the pricing for the usage of Digital Messaging Platforms. Tenderers are to refer to **Section 7.4 of the C.5 Specifications** for the implementation requirements, project methodology and deliverables applicable in the City.

Item	Description	Source of Goods (OEMs/OSMs)	Markup %
A.3.1	Digital Messaging service and usage		

The following table below is for evaluation purposes only.

For evaluation purposes, provide the OEM/OSM **cost** to purchase or subscribe to the required Digital Messaging Platform for use with the Channel Management Solution, as set out in **Section 7.4 of the C.5 Specifications.**

Tenderers **must submit OEM/OSM quote(s)** showing a full breakdown of the line-item prices entered below including all other Digital Messaging Line Item and/or Products. The quote(s) must be submitted as part of returnable schedule in Schedule F.13I.

Where no cost applies, tender’s must submit a “0". The OEM/OSM quote will serve as the basis for procurement during the implementation phase.

Item	Description	Unit	Cost per Unit (ZAR excl. VAT)
WhatsApp Business Platform			
A.3.1.1	WhatsApp Platform Setup Fee	Once-off	R
A.3.1.2	WhatsApp Platform Monthly Fee	Monthly	R
A.3.1.3	WhatsApp Utility Message	Per Message	R
A.3.1.4	WhatsApp Authentication Message	Per Message	R
A.3.1.5	WhatsApp Marketing/Announcements/ Broadcast	Per Message	R
A.3.1.6	WhatsApp Customer Initiated (Freeform)	Per message	R
SMS Messaging Platform			
A.3.1.9	SMS Platform Setup Fee	Once-Off	R
A.3.1.10	SMS Platform Monthly Fee	Per Month	R
A.3.1.11	SMS Outbound	Per SMS	R
A.3.1.12	SMS Inbound	Per SMS	R
A.3.1.13	SMS Short Code Number	Once off	R

Item	Description	Unit	Cost per Unit (ZAR excl. VAT)
A.3.1.14	SMS Short Code Number	Monthly fee	R
A.3.1.15	SMS Short Code Number - Outbound	Per SMS	R
A.3.1.16	SMS Short Code Number - Inbound	Per SMS	R

5. SCHEDULE B. SOFTWARE AND LICENCE RENEWALS AND EXPANSION OF THE CHANNEL MANAGEMENT SOLUTION

TABLE B.1. SOFTWARE, LICENCING, SUBSCRIPTIONS AND MAINTENANCE FOR THE EXPANSION OF THE CHANNEL MANAGEMENT SOLUTION

This table covers the software, licenses, subscriptions, and maintenance required to expand the Channel Management Solution.

The following table below will NOT be included in the evaluation of this tender.

Item	Description	Mark-up (%)
B.1.1	Software, licenses, subscriptions, and maintenance for expansion Refer to **Section 7.1 of C.5 Specifications** for the technical requirements for the Channel Management Solution.	%

6. SCHEDULE C. PROFESSIONAL SERVICES, MANAGED SERVICES AND TRAINING

TABLE C.1. PROFESSIONAL SERVICES
This table is for the labour rates associated with the ad-hoc Services of the Channel Management Solution. In this table, please provide fixed rates for each service that will be subject Contract Price Adjustment throughout the contract period. Pricing on this table will be subject to Contract Price Adjustment. Tenderers are to refer to **Section 7.5.1 of the C.5 Specifications** for the professional services requirements to price accordingly

Item	Description	Unit	Price per Unit (ZAR excl. VAT)
C.1.1	Project Manager	**Per hour**	R
C.1.2	Technical Architect	**Per hour**	R
C.1.3	Technical Specialist	**Per hour**	R
C.1.4	Technician	**Per hour**	R
C.1.5	Technician	**Per month**	R
C.1.5	Developer / Integration Specialist	**Per hour**	R

TABLE C.2 MANAGED SERVICES
This table is for the rates associated with the Managed Services of Channel Management Solution. Pricing on this table will be subject to Contract Price Adjustment. Tenderers must refer to **Section 7.5.2 of the C.5 Specifications** to price all accordingly. Tenderers must ensure that all tasks and responsibilities part of the managed service must be considered when pricing.

Item	Description	Unit	Price per Unit (ZAR excl. VAT)
C.2.1	Managed Support Services	**Monthly**	R

TABLE C.3 TRAINING
Table C.3.1 covers training services for administrators, supervisors, and trainers on the proposed Channel Management solution. All training costs must be included. The City will not pay any additional expenses, including travel or accommodation for the trainer(s). All training, whether instructor-led (online or in person) or self-paced web-based, must include courseware in either hard copy or electronic format. Please refer to **Section 7.5.3 of the C.5 Specifications** for detailed specifications of the training requirements for the City.

Item	Description	Mark-up (%)
C.3.1	Training for Channel Management and Related Software Refer to **Section 7.5.3 of C.5 Specifications** for the technical requirements for the Channel Management Solution.	%

The following table below is for evaluation purposes only.

For evaluation purposes, provide the **total cost** to purchase or subscribe to training for Channel Management Solution, as set out in **Section 7.5.3 of the C.5 Specifications.**

Tenderers must include all training costs and **must submit quote(s)** showing a full breakdown of the line-item making up the prices entered below. The quote(s) must be submitted as part of returnable schedule in Schedule F13I.

The quote will serve as the basis for training.

Item	Training Group	Description	Unit	Price
C.3.1.1	System Administrators	Instructor-led training	Per Attendee	R
C.3.1.2	Call Centre Supervisors	Instructor-led training	Per Attendee	R
C.3.1.3	Call Centre Agent	Web-based/Instructor led	Per Attendee	R

INITIALS OF CCT OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

1. ABBREVIATIONS

1) ACD – Automatic Call Distributor
2) API – Application Programming Interface
3) BSC – Bid Specification Committee
4) CAB – Change Advisory Board
5) CAD – Computer-Aided Dispatch
6) CCT – City of Cape Town
7) CRM – Customer Relationship Management
8) CSV – Comma-Separated Values
9) DEV – Development (environment)
10) DR – Disaster Recovery
11) ERP – Enterprise Resource Planning
12) GDPR – General Data Protection Regulation
13) HCM – Human Capital Management
14) IS&T – Information Systems and Technology
15) ITSM – IT Service Management
16) IVR – Interactive Voice Response
17) JSON – JavaScript Object Notation
18) MFA – Multi-Factor Authentication
19) NLP – Natural Language Processing
20) NLU – Natural Language Understanding
21) OEM – Original Equipment Manufacturer
22) OSM – Original Software Manufacturer
23) PDF – Portable Document Format
24) PMO – Project Management Office
25) POPIA – Protection of Personal Information Act
26) QA – Quality Assurance
27) RBAC – Role-Based Access Control
28) RPO – Recovery Point Objective
29) RTO – Recovery Time Objective
30) SAML – Security Assertion Markup Language
31) SAP – Systems Applications and Products (SAP software)
32) SCORM – Sharable Content Object Reference Model
33) SCM – Supply Chain Management
34) SIP – Session Initiation Protocol
35) SLA – Service Level Agreement
36) SBC – Session Border Controller
37) TETRA – Terrestrial Trunked Radio
38) TTS – Text-to-Speech
39) USSD – Unstructured Supplementary Service Data
40) VILT – Virtual Instructor-Led Training
41) VoIP – Voice over Internet Protocol
42) XML – Extensible Markup Language
43) XLSX – Excel Spreadsheet Format

2. INTRODUCTION

The City of Cape Town is undertaking a strategic modernization initiative to establish a future-fit Channel Management capability that supports both **Emergency (life-threatening) services** and **Non-Emergency (corporate and customer service) operations**.

As part of its strategic priority of leveraging technology for progress, the City seeks to implement a resilient, intelligent, and scalable Channel Management Solution that enhances public safety, improves service delivery, and responds effectively to the evolving expectations of residents, customers, visitors, and employees.

The Channel Management Solution will provide an integrated platform capable of managing and orchestrating interactions across multiple communication channels, ensuring:

- Deterministic performance and resilience for Emergency Services
- Seamless, efficient service delivery for Non-Emergency Services
- Consistent and accessible engagement across voice and digital platforms

The solution must support a modern omni-channel operating model, preserving interaction context across channels while maintaining appropriate levels of isolation, prioritisation, governance, and compliance between Emergency and Non-Emergency environments.

3. PROJECT OBJECTIVES

The objectives of this initiative are to:

1) Establish a Unified and Appropriately Segregated Platform

Implement a Channel Management Solution that:

- Supports both Emergency and Non-Emergency services
- Enables logical and/or architectural separation where required
- Ensures Emergency Services operate within a protected and resilient environment

2) Enable Deterministic Prioritisation for Emergency Services

Ensure that:

- Emergency interactions are prioritised across all supported channels
- Capacity and performance are protected during peak demand
- Service continuity is maintained during system stress or incidents

3) Deliver Seamless Omni-Channel Service Delivery

Provide integrated management of:

- Voice
- Short Messaging Service (SMS)
- WhatsApp
- Current Social Media (Instagram, Facebook, X (Twitter))
- Emerging communication technologies

The solution must preserve interaction context, allowing residents to move between channels without repetition of information or needing to start a new session.

4) Improve Accessibility and Responsiveness

Enhance access to City services by:

- Supporting inclusive communication channels
- Reducing response times
- Improving resolution efficiency
- Providing intelligent routing based on skills and priority

5) Strengthen Operational Governance and Accountability

Provide:

- Clear separation of operational control between Emergency and Non-Emergency services
- Robust role-based access control
- Comprehensive audit logging and reporting
- Transparent performance monitoring and SLA management

6) Support Scalability, Supportability, Innovation and Long-Term Sustainability

Enable:

- Scalable and supportable applications and infrastructure to accommodate growth and surge events
- Integration of AI-driven capabilities (e.g., intelligent routing, analytics, automation)
- Adaptability to evolving regulatory, security, and citizen engagement requirements

4. PROJECT BENEFITS

The implementation of the Channel Management Solution will deliver the following benefits:

1) Enhanced Public Safety and Service Resilience

For Emergency Services:

- Improved response times
- Protected capacity during major incidents
- Reduced risk of cascading failures

2) Improved Citizen and Customer Experience

For Non-Emergency Services:

- Seamless cross-channel engagement
- Reduced duplication of information
- Improving resolution efficiency
- Greater convenience and accessibility

3) Increased Operational Efficiency

Across both service domains:

- Intelligent routing and workforce optimisation
- Skills-based overflow and callback (where permitted and governed)
- Reduced manual intervention
- Improved workload balancing

4) **Strengthened Governance and Compliance**

- Clear operational accountability between Emergency and Non-Emergency services
- Improved audit readiness
- Enhanced data protection and security controls
- Alignment with public safety and regulatory standards

5) **Future-Fit Digital Enablement**

- Support for emerging digital channels
- AI-assisted interaction management
- Advanced analytics for decision support
- Scalable architecture for long-term sustainability

6) **Strategic Alignment**

- Modernising critical public safety communication infrastructure
- Enhancing digital access to public services
- Enabling data-driven decision-making
- Strengthening resilience and operational continuity
- Supporting innovation while maintaining service integrity

The Channel Management Solution will form a foundational component of the City's digital service ecosystem, enabling it to remain responsive, resilient, secure, and adaptable in a rapidly evolving service landscape.

5. BUSINESS OVERVIEW

The City operates a diverse and distributed contact centre environment that supports both public-facing and internal service delivery functions. These environments collectively serve residents, visitors, businesses, and City employees across a broad spectrum of services.

6. AS-IS CHANNEL MANAGEMENT SOLUTION LANDSCAPE

6.1 Overview

The City's current Channel Management capability is delivered through a combination of solutions that separately support Emergency and Non-Emergency Contact Centres. The environment has evolved organically over time and consists of multiple technology stacks, channel platforms, and CRM integrations. This is illustrated in the diagram below. The scope of the channel management solution is indicated with red blocks.

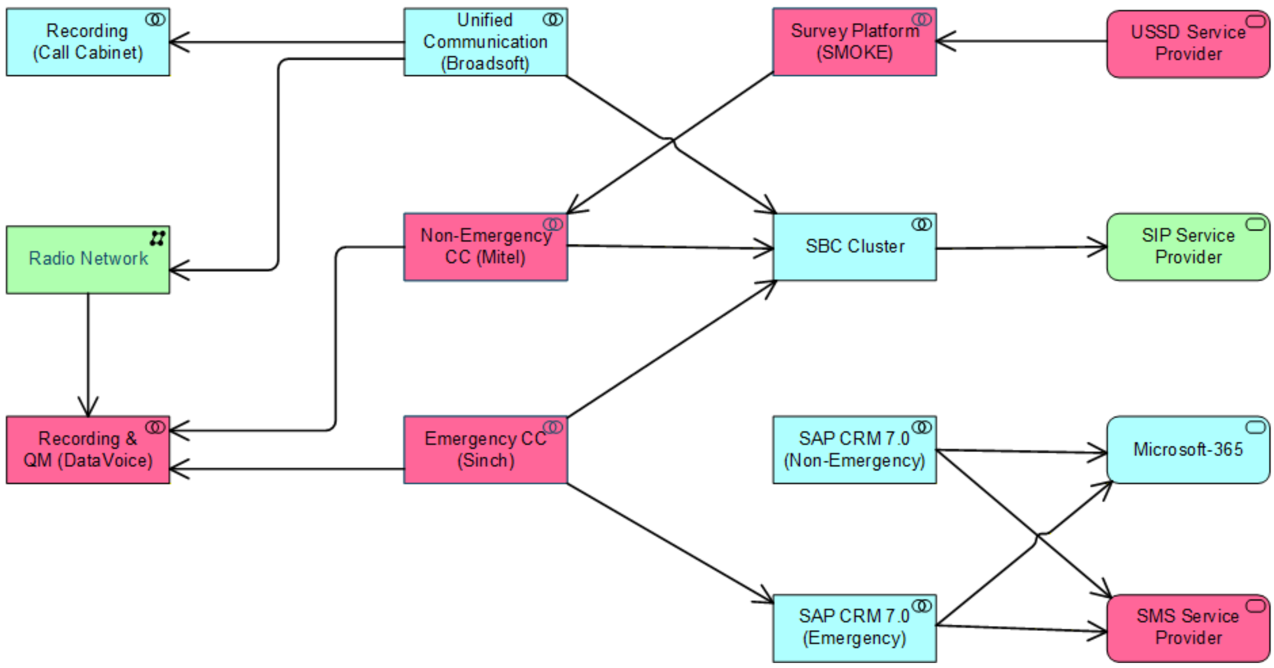

Figure 1: High level overview of existing environment

Both platforms provide voice (VoIP) and core contact centre capabilities. The following tables contain the current number of users and average call volumes.

Table 1: Total number of users per platform

Platform	Agents	Supervisors	Sys Admin	QM	Survey
Emergency Services	146	25	4	10	0
Non-emergency services	589	67	6	290	567
Total	**735**	**92**	**10**	**300**	**567**

Table 2: Average call volume per platform

Platform	Avg. Call Volumes (Per month)
Emergency Services	85,000
Non-emergency services	500,000

6.2 Emergency Contact Centre Environment

The Emergency Contact Centres are supported by **Sinch** as the primary Channel Management and VoIP platform. Sinch is integrated to a custom-developed emergency distribution and dispatching solution that is built on **SAP CRM 7.0.** Voice and screen recording capabilities delivered via **Datavoice and Sinch.**

Key Characteristics:

- Multi-channel framework (primarily voice-centric)
- Intelligent call routing and queue management
- Workforce management functionality provided by the Qnique application.
- High reliance on voice and screen recording for evidentiary and compliance purposes

A third-party voice solution, **BroadSoft**, is used as Unified Communication platform. This solution is invoked in the event of a total failure of the Sinch environment, ensuring business continuity for emergency voice services. The BroadSoft solution will not be replaced and will continue to function as the City's backup for Emergency Contact Centres.

The current Emergency Computer Aided Dispatch (CAD) solution used a customised SAP CRM 7.0 custom application which is scheduled for replacement with a Commercial-Off-The-Shelf (COTS) solution by December 2028.

6.3 Non-Emergency (Corporate) Contact Centre Environment

Non-Emergency and Corporate Contact Centres are supported by **Mitel** as the Channel Management and VoIP platform. These contact centres predominantly rely on Mitel's voice capabilities. Voice and screen recording is delivered via DataVoice.

Key Characteristics:

- Multi-channel contact centre capability.
- Queue management and skill-based routing.
- Workforce management functionality (scheduling) is provided by Mitel.
- Quality Assurance is provided by the Qnique (provided by DataVoice) application.
- High operational dependency on voice and screen recording services.

- A **Smoke** platform is used to provide after call surveys. This platform also provides customer satisfaction surveys in walk-in centres by means of websites that are accessed through QR codes or USSD dialogues.

6.4 Channel Landscape

Although both Sinch and Mitel operate within a multi-channel framework, the City's overall channel ecosystem is fragmented.

Integrated Channels:

- Voice (primary channel across all contact centres)

Semi-Integrated / Independent Channels:

- SMS – integrated directly to CRM back-end systems
- Email – integrated directly to CRM back-end systems

Standalone Digital Channels:

- WhatsApp (accessed via mobile phone)
- Facebook (accessed via browser)
- Instagram (accessed via browser)
- X (Twitter) (accessed via browser)

These social and messaging platforms operate as standalone solutions and are not centrally orchestrated within the current Channel Management platforms.

Internal Communication Channel:

- Push-to-Talk (TETRA radio network) – operates as an internal communication channel and is not integrated into the Channel Management or CRM platforms.

6.5 Recording and Compliance Capability

The City has a strong operational and governance dependency on call and screen recording across both Emergency and Non-Emergency environments.

Currently:

- Voice and screen recording are in place.
- Recording is tightly integrated with the voice platforms
- Recording services are considered mission-critical, particularly within Emergency Services

7. SCOPE OF WORKS

The Channel Management solution requires a comprehensive set of software features to enable the full and effective operation of the platform and all associated functionalities. Refer to Table 3 for the specific features that are required.

The Supplier must ensure that all features necessary for the full Channel Management solution are included in the total solution pricing and are explicitly priced in **Section C.4 Price Schedule, Schedule A, Table A.1 (Licencing)**. No licence costs essential to the operation, scalability, resilience, or compliance of the solution may be excluded or priced outside of this schedule.

Table 3: Features required for the Channel Management Solution

No.	Description
1	Core Platform (DEV, QA and Production)
2	Failover (HA) and disaster recovery capability
3	Agents Licence (per agent)
4	Supervisors Licence (per supervisor)
5	Analytics and Reporting licences
6	Service licences (IVR, ACD)
7	Quality management and recording module (Voice and screen)
8	Workforce management licence
9	Soft phone licence
10	SIP TRUNK licences
11	AI/Chatbot/NLP Module (if separate licencing required)
12	CAD integration module
13	Omni-channel digital modules for the following services: • X (Twitter) • Facebook • Instagram • SMS • Email • WhatsApp
14	Mobile application licences
15	Additional licences not listed above

7.1 TECHNICAL REQUIREMENTS

The following technical requirements define the functional capabilities required for the City of Cape Town's channel management contact centre solution. They outline the need for an integrated, omnichannel platform that enables seamless customer engagement across multiple communication channels, while supporting efficient contact centre operations, workforce management, automation, and advanced reporting. Collectively, these requirements aim to ensure a consistent, high-quality customer experience, enhanced operational efficiency, and improved service delivery through the effective use of modern technologies, including AI, analytics, and secure system integration.

7.1.1 Channel Access, Integration and Omnichannel Capability

7.1.1.1 Channel Provisioning and Expansion

a) The solution to provide the following channels: Telephone, Short Message/Messaging Services (SMS), WhatsApp, and to provide a platform to integrate into the CCT's current social media: Instagram, Facebook and X (Twitter) and to integrate to the CCT's email platform.

7.1.1.2 Omnichannel Interaction Management and Routing

a) The solution must support omnichannel interaction management, allowing agents to transition between communication channels within a single customer interaction (e.g. chat to voice or voice to email) while maintaining the context and history of the interaction and share information with customers.

b) The solution must provide omnichannel interaction management, enabling consistent and personalised service to residents by routing interactions to the most appropriate agent queue group regardless of the communication channel. Agents must have access to the customers' interaction history of all channels and available in-context data from source systems and capture call reasons during or after calls.

c) The solution to provide ability to configure channel routing based on user selection responses and inputs.

d) The solution to provide ability to set up multiple Automated Call Distribution (ACD) groups based on pre-defined numbers and linked to skill sets.

e) The solution to provide ability to incorporate/onboard new business or to set up new queues as and when required based on operational requirements.

f) The solution to provide ability to Inform resident / Customer of queue position and expected waiting time.

g) The solution to provide ability for queue specific attention retainers and agent greetings. The agent greeting needs to be per queue / per agent.

h) The solution to provide ability to support validation of specified fields (to be defined in detailed design) captured during customer interactions.

7.1.1.3 System Integration and Authentication

a) The solution to provide ability to integrate with a Customer Relationship Management, an IT Service Management an emergency computer-aided dispatching (CAD) system and Physical Queue management system, natively or by API.

b) The solution to provide the ability to allow for single sign on (SSO) and seamlessly integrate with Microsoft Entra ID for centralized authentication, with support MFA via SAML 2.0 or OpenID Connect.

c) The platform shall expose a documented, versioned API or data export mechanism enabling the City to extract all operational data in a structured, open format on demand, without vendor assistance, and without impact to the Production platform. This export capability shall cover all data types.

7.1.2 Telephony, Call Handling and Agent Tools

7.1.2.1 Call Handling Functionality

a) The solution to provide ability to toggle and/or switch between multiple active calls without ending an interaction. While agents attend to an interaction, other interactions are placed on hold.

b) The solution to provide the ability to transfer (blind / consultative) interactions and conference in other parties.

c) The solution to provide ability to allow call-back functionality, as soon as possible or scheduled.

d) The solution should support both softphone applications and physical phones for voice that can be controlled by a desktop client.

e) The solution to provide ability to receive, process and complete customer interactions via an integrated telephony capability.

7.1.2.2 Customer Experience During Calls

a) The solution to provide the ability for real-time voice to text transcription.

7.1.2.3 Agent Productivity Tools

a) The solution to provide ability to Speed Dial functionality for frequently used numbers, i.e. push-button functionality.

b) The solution to provide ability for soft phone integration to hard phone.

c) The solution to provide ability for Address Book functionality integrated to back-end customer data, e.g. search, quick dial, pre-programmed numbers.

7.1.3 AI, Automation and Knowledge Management

7.1.3.1 Knowledge Support and Recommendations

a) The solution must provide the capability to automatically recommend relevant knowledge articles to agents during customer interactions. The system must analyse the interaction content or query description across supported channels and present contextually relevant knowledge articles to assist the agent in responding to the customer.

7.1.3.2 Automation and Self-Service

a) The solution must support automated call flows and Interactive Voice Response (IVR) functionality, determining caller intent, and the execution of predefined business processes.

b) The solution must provide the capability to automate customer interaction processes and operational tasks without human intervention to enable self-service interactions.

7.1.3.3 Digital Assistants and Conversational AI

a) The solution to provide an automated digital assistant functionality (e.g. Chatbot) that utilises pre-configured questions and responses to resolve routine customer enquiries. This functionality should be centrally managed and deployable across web, mobile, and social messaging channels, ensuring consistency in customer experience, and have support for automated escalation to human agents.

b) The solution to provide an integrated Conversational AI engine utilising Natural Language Processing (NLP), Natural Language Understanding (NLU) and Text To Speech (TTS) with configurable generic voices. The system has the capabilities of dynamically interpreting unstructured customer input, maintaining multi-turn conversation context, and identifying customer sentiment across all digital channels to provide natural speech IVR, chatbot and other functionalities.

c) The solution must be able to provide Agent Assistance in real-time through scripts that describe advised next steps.

7.1.4 Workforce Management and Scheduling

7.1.4.1 Workforce Planning and Forecasting

a) The solution to provide ability to forecast interaction volumes across all channels to determine the demand and skillset requirement for agents for effective planning purposes.

7.1.4.2 Scheduling and Availability Management

a) The solution must be able to extract information on staff availability from the ERP Human Capital

Management system. This information can be used by workforce management to determine staff availability.

b) The solution to provide ability to cater for multiple working schedules for agents for multiple business units.

c) The solution to provide ability for end users of the system to monitor adherence and real time adherence of staff in the contact centre based on schedule allocation.

d) The solution must have the ability to manage and update a central schedule for contact centre agents that reflects accurate indication of time utilisation in the call centre including agent shrinkage and overheads. The system must have the ability to automatically update and maintain schedules with insights into agent profiles, including their skills and proficiency levels, adherence incidents and shift swaps.

7.1.4.3 Skills and Resource Allocation

a) The solution to have the ability for administrators to dynamically assign agents to queues as necessary and to change skill sets as required to balance queues.

7.1.5 Quality Assurance, Monitoring and Supervision

7.1.5.1 Recording and Evaluation

a) The solution to provide ability to record voice and screen for all interactions across channels and for the agent to replay his/her own recording/s immediately after the interaction (including the ability to do screen recordings for non-voice interactions).

b) The solution to provide the ability for recordings to include the following information, Agent name, Login ID, workstation IP address, Time Stamp, MAC address.

c) The solution to provide ability to support call centre quality assurance via the recording of calls and automated evaluation of the call quality.

d) The solution to provide ability to manually perform post quality assurance assessment.

7.1.5.2 Supervisor Tools and Monitoring

a) The solution to provide ability for managers and supervisors to observe, barge in (join the conversation), whisper (coaching), intercept on live calls, without interrupting the interaction or call recording.

b) The solution to provide ability to support intelligent call analysis to bring potentially problematic calls to the manager’s attention in real-time. For example, if the agent is interacting with a belligerent customer, the system must be able to monitor tone of voice and if expletives are being used.

7.1.5.3 Security and Access Control

a) The solution must use standard security specifications and functionalities to ensure a highly secure environment and prevent data breaches and compromises to system integrity, (detailed security requirements to be defined in the technical requirements section).

b) Access must be controlled by role-based access control (RBAC) to ensure that only authorised people have access to recordings and evaluations of agents.

c) The solution to provide ability to activate a trace on one or more agents for extended periods of time.

7.1.6 Reporting, Analytics and Insights

7.1.6.1 Real-Time Monitoring and Dashboards

a) The solution to provide ability to view incoming interactions on a customisable dashboard, indicating new calls, active interactions, duration of calls on hold, and duration of active interactions. The incoming calls must be categorised by colour according to the call waiting, call queue and call duration.

7.1.6.2 Standard Reporting

a) The solution to provide ability to offer standard contact/call related statistics and reporting across channels, for example (but not limited to) Agent Activity Reports, Agent Status Reports, Call Abandon

Reports, Contact Detail Reports, Contact Transfer/Direction Reports, Inbound Contact Summary and Queue Activity Reports. Reports can be selected per business area.

b) The solution to provide ability to have centralised reporting across all channels.

c) The solution to provide ability to fulfil standard reporting requirements that is easily configurable, such as, but not limited to, Time to Response report, Time to Resolution report, Time to Close report, SLA adherence/breach report, Escalation report, Request Volume by Service Area report.

7.1.6.3 SLA Monitoring and Performance Analytics

a) The solution to provide ability to report on Channel Service Level Agreement (SLA) adherence across channels with ability to drill down to request types, examples Channels and Queues.

b) The solution must support dynamic SLA monitoring and reporting based on predefined call volume bands. Each band will have specific thresholds for abandonment rate and service level (SL) compliance. The system must automatically apply the correct SLA band depending on the total number of calls received during the reporting period.

c) The solution must provide reporting and analytics capabilities that generate insights into customer interactions across all supported channels. The system must enable the identification of trends, recurring issues, and points where residents experience difficulties when interacting with the City, in order to support service improvement and operational decision-making.

7.1.6.4 Report Automation and Extraction

a) The solution to provide ability to automate/schedule selected reports for distribution by email and/or extraction on certain days and times based on pre-defined attributes.

7.1.6.5 Call-Level Reporting

a) The solution to provide ability to report on call-by-call, including if the call was dropped by the customer or agent (near end or far end).

7.1.6.6 Customer Feedback and Sentiment Analysis

a) The solution must be capable of capturing customer feedback from customers after completion of a customer interaction across all supported communication channels, ensuring that the survey is delivered via the same channel used by the customer during the interaction.

b) The solution must be capable to offer web-based surveys that can be accessed by means of QR codes in walk-in centre.

c) The solution must be capable to offer surveys that can be accessed through USSD by residents.

d) The solution to provide ability to cater for sentiment analysis and score across all channels and other surveys and request feedback that CCT may require in future.

7.1.7 Additional requirements

a) The solution to provide the ability to integrate USSD as a customer interaction channel, enabling secure, real-time access to core data and services and ensuring consistent interaction management.

b) The solution to provide Agent Assistance in real-time through scripts that describe advised next steps.

7.2 GENERAL TECHNICAL REQUIREMENTS

7.2.1 Environment Architecture

Due to the difference in requirements, different instances (emergency and non-emergency) with different deployments are required. The high-level architecture of the required solution is illustrated in the diagram below.

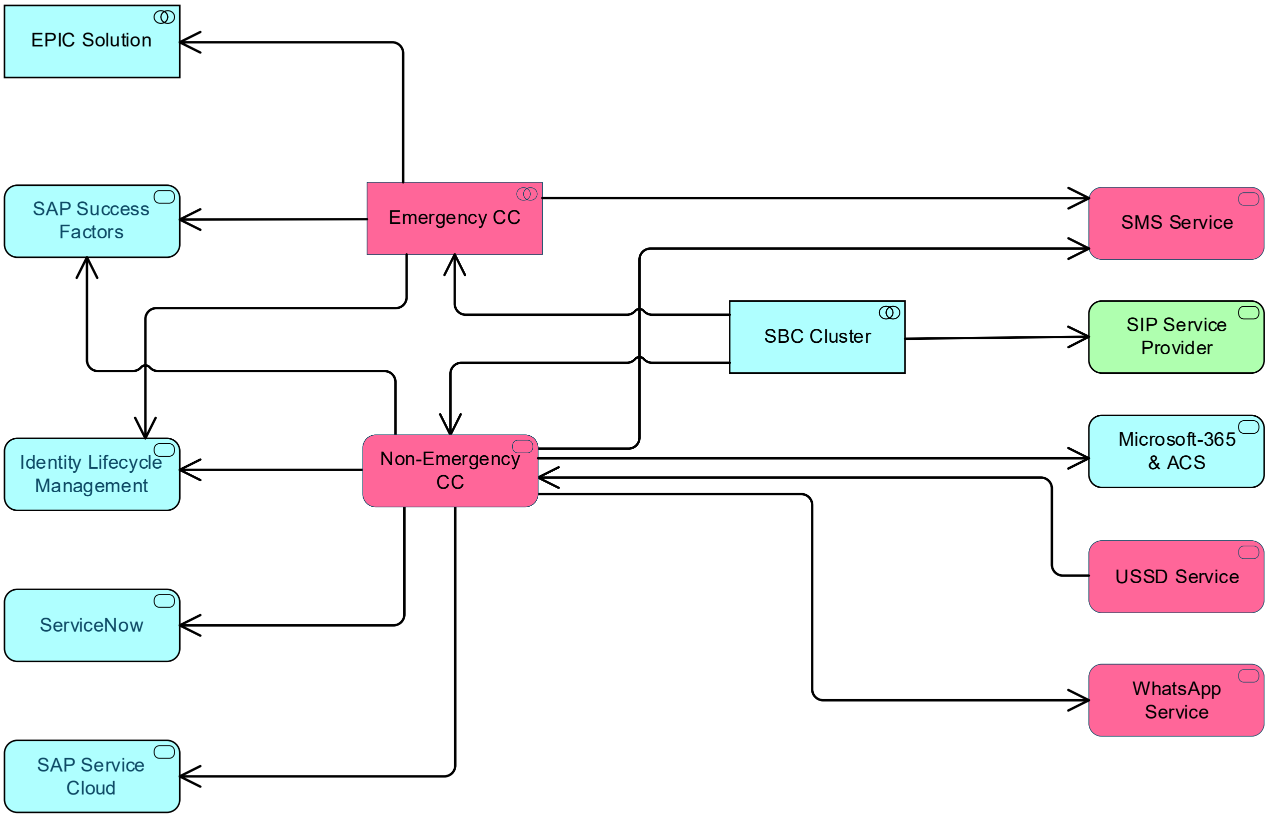

Figure 2 : Target Solution Architecture

The red blocks indicate the components that must be delivered and the blue blocks indicate existing and future systems with which the solution must integrate.

The table below provides the number of required number of users in the production environment. The numbers of non-production users is provided in the next section.

Table 4: Total number of production users

Platform	Total Agents[1]	Supervisors[2]	Administrators[3]	Quality Assurance[4]	Survey[5]	Multimedia[6]
Emergency Services	**200**	30	4	20	0	0
Non-emergency services	**850**	120	6	330	600	595
Total[6]	**1050**	**150**	**10**	**350**	**600**	**595**

Definitions:

- **1 - Agents** refer to users who handle interactions from residents. Total agents will be confirmed at detailed design stage.
- **2 - Supervisors or Team Leaders** refers to users responsible for the real-time and operational management of agent teams, including monitoring performance, managing queues, coaching agents, and handling escalations.
- **4 - Quality Assurance (QA)** refers to users with access to tools and functionality to review, evaluate, and score customer interactions for compliance, quality, and performance. These users may include dedicated QA analysts, supervisors, or designated agents.
- **5 - Survey** refers to the capability to capture customer feedback (e.g., post-interaction or post-call surveys) following interactions handled by agents. Licensing may be based on the number

of agents triggering surveys or the volume of survey responses.
- **6 - Multimedia or digital channels refers** to agents who handle non-voice customer interactions such as email, SMS, chat, and messaging platforms (e.g., WhatsApp, social media) and/or voice interactions.
- **Forecasting and Scheduling** must be done for all agents.

NOTE : 2, 3, 4, 5 and 6 are included in the total number of Agents (1).

7.2.1.1 Emergency contact centre

a) Emergency voice platform must be on premise.

b) Environment architecture to be deployed as 3 tiers i.e. DEV, QA/Test and Production.

c) No real citizen/resident/customer data to be stored in DEV environment unless approved by CCT.

7.2.1.2 Non-emergency contact centre

a) Environment architecture to be deployed as 3 tiers i.e. DEV, QA/Test and Production.

b) No real citizen/resident/customer data to be stored in DEV environment unless approved by CCT.

c) All real-time voice media between client SBCs and agent endpoints must remain on the customer premises and must not traverse the public internet or cloud-hosted media endpoints.

The solution must also include non-production environments:

- **DEV**: The environment must have sufficient components needed to develop new functionality and integrations.
- **QA**: This environment must have sufficient components to be representative of the production environment and be licensed for all production functionality. It will be used for user acceptance testing and training.
- Components that are not affected by development activities can be shared between the DEV and QA environments to contain costs, if necessary.

Refer to the sizing table below for the DEV and QA environments. The QA environment must be licenced for the same features as the Production environment.

Table 5: Sizing table for Dev and QA environment

Instance	DEV	QA
Emergency instance	5 agents, 2 supervisors, 1 system administrator	20 agents, 3 supervisors, 1 system administrator
Non-emergency	5 agents, 2 supervisors, 1 system administrator	20 agents, 3 supervisors, 1 system administrator

The decision to deploy the 3-tier environment for the emergency and non-emergency instances will be finalised at detailed design.

7.2.2 Performance and Scalability

a) The solution shall support a minimum of 250 concurrent inbound voice calls.

b) The system should support CCT growth demands and be capable of scaling accordingly.

7.2.3 High Availability

a) The voice service must be designed to be highly available for the Emergency Contact Centre instance to achieve a minimum availability of 99.999% (five nines), equating to a maximum of 26 seconds of unplanned downtime per month and support automatic failover within 30 seconds. Please refer to the penalty clause included in clause 22 of the Special Conditions of Contract.

b) The Non-Emergency Contact Centre service must be designed to be highly available to achieve a minimum availability of 99.9% (three nines) measured monthly, equating to a maximum of 43 minutes and 49 seconds of unplanned downtime per month) and support automatic failover within 30 seconds. Please refer to the penalty clause included in clause 22 of the Special Conditions of Contract.

c) All infrastructure components in the Production environment that represent a single point of failure to be identified by the Supplier and documented at detailed design phase of the project.

7.2.4 Disaster Recovery

a) The Supplier to develop a disaster recovery plan that is documented, with input from CCT.

b) The disaster recovery plan should attempt to achieve a Recovery Time Objective (RTO) for the Emergency Contact Centre instance between 24 and 48 hours from the point of disaster declaration to full-service restoration at the DR site. The Recovery Point Objective (RPO) shall not exceed 48 hours i.e. no more than 48 hours of interaction data, call recordings, or audit logs may be lost in a total primary site failure.

c) The disaster recovery plan should attempt to achieve a Recovery Time Objective (RTO) for the Non-Emergency Contact Centre instance of 48 hours from disaster declaration to full service restoration. The Recovery Point Objective (RPO) shall not exceed 48 hours.

7.2.5 Backup & Recovery

a) The CCT uses Veritas Netbackup as its backup tool for their on-premise environment. Channel Management Solutions should support Veritas Netbackup either natively or through customisation.

b) The CCT will be responsible for automated backups for the on-premise solution.

c) The Supplier will implement automated backups of all Production data for a cloud solution, including: (i) interaction databases, (ii) configuration databases, (iii) audit and event logs, (iv) call and interaction recordings.

d) The City shall retain ownership of all backup data throughout the contract period. The Supplier shall provide the municipality with direct, independent access to backup storage such that the City can retrieve any backup data without vendor assistance. This access shall be maintained for the duration of the data retention period even if the vendor relationship has ended.

7.2.6 Security and Compliance

a) All data in transit between any two components of the platform including internal component-to-component communication, agent desktop to application server, application server to database, and all API integrations — shall be encrypted using TLS 1.3 minimum. TLS 1.2 is permitted only as a transitional fallback for legacy integration points. SSL 3.0, TLS 1.0 and TLS- 1.1 is strictly forbidden.

b) Multi-Factor Authentication (MFA) should be used for all user accounts. The CCT currently has Microsoft EntraID and Active Directory which is available for the Channel Management solution to integrate with.

7.2.7 Monitoring and Observability

a) The Supplier shall provide the CCT with real-time access to a monitoring dashboard covering, at minimum: platform availability status per component, active interaction volumes per channel, agent and queue performance metrics, integration health status per connected system, common security event alerts and related CRM system alerts. This dashboard access shall be maintained throughout the contract period and shall not require the City to purchase additional licences including the ability to send out alerts.

b) The solution should have the capability to generate alerts for the following conditions: (i) any component availability below its SLA threshold, (ii) storage thresholds (iii) SIP trunk failure or degradation, and (iv) database replication lag.

c) The Supplier to deliver a Monthly Service Report to the City throughout the five-year contract period. The report must include: (i) actual availability vs SLA target per component/service, (ii) incident summary (count, severity, resolution time, recurring incidents), (iii) capacity trend (current vs baseline vs projected), (iv) backup and restoration test results where applicable, (v) security event summary, (vi) change activity log, (vii) open change requests and their status

7.2.8 Data Handling

a) All data generated, collected, processed, or stored by the platform including interaction records, citizen profiles, recordings, chat transcripts, audit logs, and configuration data shall be the exclusive property of the City. The Supplier shall have no right to use, analyse, aggregate, sell, share, or process any of the City's data for any purpose other than the delivery of services under this contract.

b) All data for the emergency instance must be stored on-premise.

c) All data for the non-emergency instance to be stored within the boundaries of South Africa or countries that comply to General Data Protect Regulation (GDPR) throughout the contract period.

7.2.9 Integration Touchpoints

The Channel Management solution is dependent on the successful implementation and integration of several key systems within the CAR programme.

- **Integration 1:** The Channel Management solution will integrate with the City's Identity Lifecycle Management (ILM) solution and will rely on ILM to manage user identity.
- **Integration 2:** The Channel Management solution will integrate with the City's Human Capital Management (HCM) module within CORE+. Human resource master data will be sourced from the SAP HCM solution (SAP Success Factors).
- **Integration 3:** The Channel Management solution will integrate with the Customer Relationship Management (CRM) module within CORE+, specifically through integration with SAP Service Cloud.
- **Integration 4:** The Channel Management solution will integrate with the new EPIC solution, with the emergency instance of Channel Management linked to this platform.
- **Integration 5:** The Channel Management solution will integrate with the IT Service Management (ITSM) solution, specifically through integration with ServiceNow.
- **Integration 6:** The Channel Management solution will integrate with the Oracle SBC Cluster on the CCT premises for SIP trunks.

7.3 REQUIREMENTS FOR THE IMPLEMENTATION

The following outlines the requirements and deliverables for the full implementation of the Channel Management solution through to go-live. The phases and deliverables identified here are aligned with the City of Cape Town's Project Management Office (PMO) methodology for implementation projects, and service providers are required to familiarise themselves with these requirements when responding to **Table A.2 of Schedule A of the C.4 Price Schedule**.

The implementation cost quoted in Table A.2 must include all activities required to deliver a complete Channel Management solution, including (but not limited to) project management services, change management functions, development and provision of change management material, and hyper-care support for a minimum of six (6) months post go-live. Hyper-care support must include issue resolution, system stabilisation, performance monitoring, knowledge transfer and operational handover to ensure a smooth transition into steady-state operations.

Refer to **Table A.2 of Schedule A in section C.4 Price Schedule.**

7.3.1 Implementation Plan

The implementation approach follows a structured, phased methodology aligned to the full project lifecycle, from procurement and planning through to execution, go-live, and close-out. This ensures progressive readiness through clearly defined stage gates, deliverables, and governance approvals.

This structured implementation approach ensures progressive readiness through defined milestones across design, build, integration, testing, and go-live. The inclusion of a dedicated hyper-care period supports system stabilisation, performance optimisation, and effective handover to operations, ensuring long-term sustainability and operational success.

Table 6: Project phases including stage gates to be passed

No.	Project phase	Relative to Contract Commencement
1	Contract commencement	CRD (Month 0)
2	Detail Design Gate	CRD +4 months
3	Execution Phase	CRD 0 to +12 months
4	Execution Gate	CRD +12 months
5	Closure Phase	CRD +12 to +17 months
6	Closeout Gate	CRD +17 months
7	Post Review Phase	CRD +17 to +27 months
8	Benefits Realisation Gate	CRD +27 months

1. Contract Commencement

This phase marks the formal start of the project, where contractual arrangements take effect and mobilisation activities are initiated, including governance setup, stakeholder alignment, and detailed planning.

2. Detail Design Phase

During this phase, the detailed technical and solution design is developed, including architecture, integration approaches, and specifications. The phase culminates in the **Detail Design Gate**, which confirms that the design is complete, approved, and sufficiently robust to proceed into full implementation. The Supplier will not be able to move to the next phase of the project without passing the Detailed design gate.

3. Execution Phase

The execution phase involves the build, configuration, integration, and testing of the solution in alignment with the approved design. Progress is managed against scope, time, and cost, with delivery of the core system capabilities. This phase concludes with the **Execution Gate**, which verifies that implementation is complete and that the solution meets defined performance and operational requirements. The Supplier will not be able to move to the next phase of the project without passing the Execution gate.

4. Closure Phase

In this phase, the project is formally concluded through final system acceptance, documentation handover, financial close-out, and transition to operations and support. The phase ends with the **Closeout Gate**, which confirms that all contractual, technical, and administrative obligations have been fully met and the project can be formally closed.

5. Post Review Phase

This phase focuses on monitoring the solution in operation, assessing performance against expectations, and identifying lessons learned and optimisation opportunities. It concludes with the **Benefits Realisation Gate**, which evaluates whether the intended benefits and value of the project have been achieved in line with business objectives.

7.3.2 Documentation deliverables

The following non-exhaustive list of documentation deliverables are required to support the successful implementation and adoption of the Channel Management solution, ensuring that all technical, operational, and user-related aspects are clearly defined and managed throughout the project lifecycle:

a) Detail Project Plan
b) Analysis or GAP Report
c) Detailed Design Documentation
d) As Built Environment Documentation
e) Test Tracker
f) User Acceptance Testing (UAT) Plan
g) Change Management Plan
h) Training Plan
i) Cut Over Plan

7.3.3 Project Management Methodology

Figure 3 below illustrates the project management methodology adopted for the CAR programme, which is based on a structured stage-gate approach to ensure disciplined delivery, governance, and control across the project lifecycle. This methodology defines clearly sequenced phases, supported by formal gate reviews, to ensure that key deliverables, risks, and dependencies are assessed before progressing to subsequent stages. It promotes alignment between business, technical, procurement, and regulatory requirements, while enabling early identification and mitigation of risks.

The Channel Management project will adopt and apply the core principles and best practices of this methodology, including structured planning, controlled execution, and continuous performance monitoring. This includes adherence to defined governance processes, integration of technical and commercial workstreams, and alignment with enterprise architecture and compliance requirements. The methodology further supports transparency and accountability through formal approvals at critical milestones, ensuring that the project remains on track to deliver its intended outcomes within scope, time, and budget.

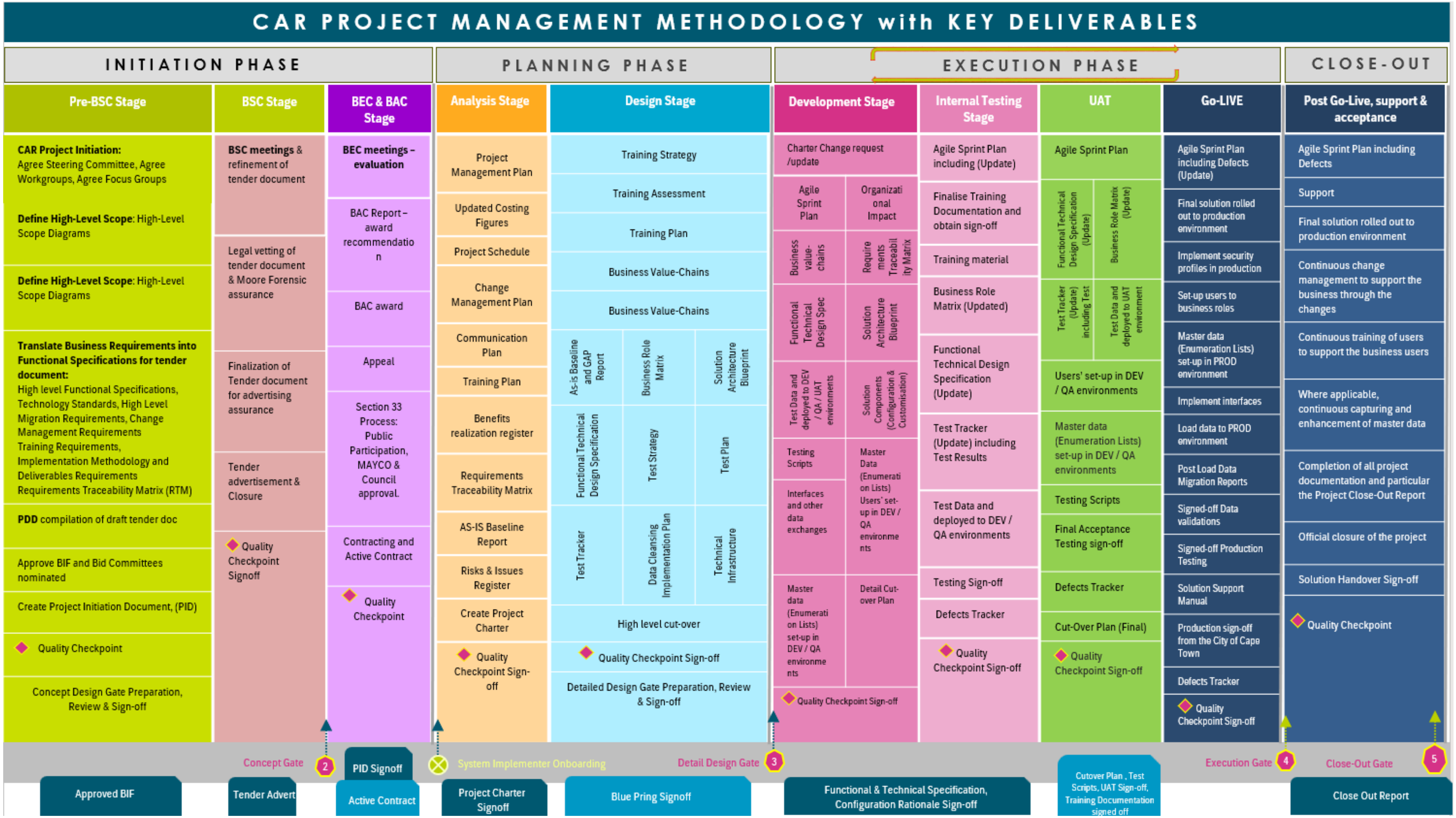

Figure 3: Project management methodology

7.3.4 Project Stage Gates

The project life cycle and associated activities are governed by formal stage-gate reviews. Progression to the next phase is contingent on successful completion and approval at each of the following gates, as illustrated in the diagram that follows:

The CCT has adopted a standard project lifecycle, illustrated in Figure 4 below. The 'Stage Gates' control the process and serve as quality checkpoints, outlining the activities that must be completed or reviewed, as well as the key decisions that must be made before a project proposal can progress to the next stage of development. Each gate is designed to gather vital information, strategic, technical, financial, operational, and commercial, to manage the risks associated with project planning and execution. By navigating this programme and its individual projects through the gate review process, high-quality deliverables can be achieved. These gate reviews will be integrated into the project plan.

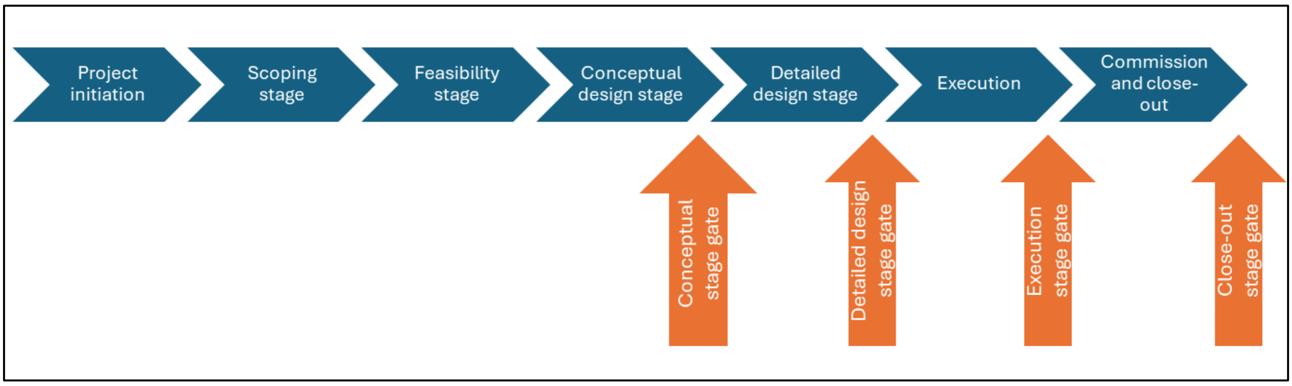

Figure 4: Project lifecycle

7.3.5 Service provider obligations in relation to stage gates

The Service Provider shall support and enable the City's formal stage-gate governance process and shall be accountable for the preparation, quality, and submission of all information required to support gate decisions. Compliance with stage-gate requirements is a material obligation under this Agreement. Without limiting the generality of the above, the Service Provider shall:

1. **Support City Governance Processes**

   Provide ongoing technical, financial, operational, and commercial support to authorised City officials for the purposes of stage-gate reviews, including attendance at gate review meetings, governance forums, and decision-making workshops when reasonably required by the City.

2. **Prepare and Submit Mandatory Gate Deliverables**

   Prepare, compile, and submit all documentation, analyses, models, and supporting evidence required to satisfy the entry and exit criteria of each stage gate, in accordance with:

   a) the City's approved project lifecycle,

   b) applicable City policies and procedures, and

   c) any additional gate-specific requirements issued by the City.

   Such deliverables shall, where applicable, include scope definitions, implementation plans, cost estimates, financial models, risk registers, procurement strategies, technical designs, statutory compliance assessments, and governance submissions.

3. **Provide Verifiable Evidence of Gate Readiness**

   Provide clear, structured, and auditable evidence demonstrating that all stage-gate requirements and deliverables applicable to a given gate have been met.

   This evidence shall explicitly:

   a) demonstrate readiness to progress to the next project phase,

   b) identify all key assumptions, dependencies, constraints, and exclusions, and

   c) disclose all material risks and residual issues requiring City acceptance or mitigation.

4. **Ensure Quality, Accuracy, and Compliance**

   Ensure that all stage-gate submissions are complete, accurate, internally consistent, and compliant with applicable legislation, regulations, and City policies. The Service Provider shall implement appropriate quality assurance and peer review processes prior to submission to the City.

5. **Address Gate Conditions and Review Comments**

   Respond to all findings, comments, conditions, or requests for clarification arising from stage-gate reviews within timeframes agreed with the City. The Service Provider shall update and resubmit deliverables as required to enable closure of gate conditions.

6. **Integrate Stage Gates into Project Planning**

   Incorporate all stage-gate milestones, deliverables, dependencies, and approval points into the project plan and programme. The Service Provider shall not proceed with activities associated with a subsequent project phase unless formally approved by the City.

7. **Limitations on Authority**

   The Service Provider shall have no authority to approve or waive stage-gate requirements or to authorise progression between project phases. All gate approvals remain the sole prerogative of the City. Failure by the Service Provider to adequately support a stage-gate review, or to provide complete and compliant deliverables for a stage gate, may result in delays to gate approval and shall not constitute grounds for extension of time or additional compensation unless explicitly agreed in writing by the City.

7.4 REQUIREMENTS FOR DIGITAL MESSAGING PLATFORMS

The Channel Management solution must support a range of digital messaging platform/channels and associated usage-based services, not limited to but including WhatsApp, social media platforms, and SMS. All costs associated with the provision, operation, and ongoing use of these digital communication channels must be fully provided for by the Supplier, in accordance with the pricing schedule requirements.

Refer to **Table A.3 of Schedule A in section C.4 Price Schedule.**

7.4.1 WhatsApp Business Platform

The proposed WhatsApp Business Platform must integrate seamlessly with the Channel Management Solution.

The platform must support the following functionality:

1. Messaging Capabilities

   1.1. Support for sending Utility Messages to citizens, including post-ticketing notifications, transaction confirmations, service updates, query/case status updates, and other operational notifications.

   1.2. Support for sending Authentication Messages, including:

1.2.1. One-Time Passwords (OTP),

1.2.2. User verification messages,

1.2.3. Account recovery notifications,

1.2.4. And multi-factor authentication communications.

1.3. Support for WhatsApp Announcements/Broadcast Messaging for informational and public communication updates.

1.4. Support for Citizen-Initiated WhatsApp Conversations (Freeform Messaging), enabling contact service agents and automated systems to respond to citizens who initiate communication through WhatsApp.

1.5. WhatsApp Business Platform chatbot and AI requirements

1.6. WhatsApp numbers must be released at the end of the contract.

2. API and Integration Requirements

2.1. Provide secure APIs for sending and receiving WhatsApp messages.

2.2. APIs must:

2.2.1. support integration with both on-premises and cloud-based systems,

2.2.2. support open API standards,

2.2.3. provide authentication and access control mechanisms,

2.2.4. and include technical documentation.

2.3. The platform must support integration with third-party systems and back-end applications through standard integration methods and webhooks.

3. Reporting and Administration

3.1. The platform must provide comprehensive reporting capabilities, including:

3.1.1. Billing and usage reporting

3.1.2. Scheduled reporting functionality

3.1.3. Ad-hoc report generation

3.1.4. Ability to export reports in standard formats (e.g. CSV, XLSX, PDF)

3.1.5. Ability to group messages, channels, or numbers by department, business unit, or cost centre to facilitate internal recharge and cost allocation.

3.2. Administration

3.2.1. User and Access Management

3.2.2. Support the creation and management of multiple users per platform account.

3.2.3. Provide role-based access control (RBAC), including configurable user roles and permissions.

Additional Requirements

4. Support for official WhatsApp Business Platform compliance and Meta-approved messaging templates;

5. End-to-end encryption support in line with WhatsApp standards;

6. Audit logging and message traceability;

7. High availability
8. POPIA compliance requirements;
9. Data residency and retention policies;
10. Dashboard for real-time monitoring

7.4.2 SMS Messaging Platform

The SMS Messaging Platform provided by the Supplier must be integrated with the Channel Management Solution.

The platform must support the following functionality:

1. Messaging Capabilities:
    1.1. Send Outbound SMS messages
    1.2. Receive Inbound SMS messages
    1.3. The solution must have the ability to send bulk SMS messages and capture feedback.
2. Number provisioning
    2.1. Ability to provision SMS Short Code Numbers
    2.2. Short code SMS numbers must be released at the end of the contract.
3. API and Integration Requirements
    3.1. Provide secure APIs for sending and receiving SMS messages.
    3.2. APIs must:
        3.2.1. support integration with both on-premises and cloud-based systems,
        3.2.2. Support integration to SAP Systems
        3.2.3. Support integration to Microsoft-365
        3.2.4. support open API standards,
        3.2.5. provide authentication and access control mechanisms,
        3.2.6. and include technical documentation.
    3.3. The platform must support integration with third-party systems and backend applications through standard integration methods and webhooks.
4. Reporting and Administration
    4.1. The platform must provide comprehensive reporting capabilities, including:
        4.1.1. Billing and usage reporting;
        4.1.2. Scheduled reporting functionality;
        4.1.3. Ad-hoc report generation;
        4.1.4. Ability to export reports in standard formats (e.g. CSV, XLSX, PDF);
        4.1.5. Ability to group messages, channels, or numbers by department, business unit, or cost centre to facilitate internal recharge and cost allocation.

4.2. Administration

4.2.1. User and Access Management

4.2.2. Support the creation and management of multiple users per platform account.

4.2.3. Provide role-based access control (RBAC), including configurable user roles and permissions.

7.4.3 USSD Platform

The USSD Platform provided by the Supplier is optional and with the capability of integrating with the Channel Management Solution.

1. Capabilities

   This platform must have the capability to handle sessions initiated by entering a short code on a mobile device. After the session is initiated, residents can be offered menus and provide responses. This can be used for surveys, basic enquiries and authentication purposes. The USSD platform must be able to exchange information with the Channel Management Solution and other external solutions by means of secure API's.

2. Number provisioning

   2.1. Ability to provision USSD Short Code Numbers

   2.2. Short code USSD numbers must be released at the end of the contract.

3. The platform must support integration with third-party systems and backend applications through standard integration methods and webhooks.

4. The platform must provide comprehensive reporting capabilities for billing and usage.

7.4.4 Email Platform

The Channel Management solution must integrate with the CCT's email and bulk email platforms (Microsoft-365 and Azure Communication Services (ACS)).

7.5 REQUIREMENTS FOR PROFESSIONAL SERVICES, MANAGED SERVICES AND TRAINING

The following section described the professional services, managed services and training requirements of this contract. The section relates to Schedule C of the Pricing Schedule.

7.5.1 Professional Services

The Supplier must provide ad-hoc (as and when needed) professional services to support and enhance the Channel Management solution post implementation of the solution.

These services will be delivered on a time-and-materials or task-order basis using the labour rates specified in the pricing schedule in Table C.1. All resources will be priced on an hourly basis. However, a monthly rate will also apply for a technician where a full allocation of 160 hours per month is required.

The Supplier must ensure that all personnel deployed for ad-hoc work are suitably qualified, experienced in Channel Management environments, and capable of performing specialised configuration, enhancement, troubleshooting, or integration activities as required by the CCT.

All new resources proposed by the Supplier must be submitted to the CCT Contract Manager for approval prior to commencing any work.

All ad-hoc services must align with the approved Channel Management architecture, security standards, operational procedures, and the maintenance and support requirements set out in the Specifications.

The following table contains the minimum qualification and experience for the professional services resources. The professional services must be priced in **Table C.1 of Schedule C in section C.4 Price Schedule.**

	Resource	Minimum Experience (Summary)	Qualification Requirement
1	Project Manager	7 years' ICT project delivery	PMP, PRINCE2 Practitioner or equivalent
2	Technical Architect	5 years' relevant experience with regards to the services requested in this contract	ICT degree or relevant equivalent
3	Technical Specialist	5 years' relevant experience with regards to the services requested in this contract	ICT diploma or degree or any relevant certifications/certified training
4	Technician	3 years' relevant experience with regards to the services requested in this contract	Technical certificate or diploma or any relevant certifications/certified training
5	Developer / Integration Specialist	5 years' development/integration experience	ICT degree or equivalent qualification or any relevant certifications/certified training

7.5.2 Managed Services

The City may require the Supplier to provide a managed service for support and maintenance that will ensure the continuous, stable and secure operation of the City's Channel Management environment. The Managed Services must be priced in **Table C.2 of Schedule C of the C.4 Price Schedule.** The managed service will consist of the following services and responsibilities:

1. Delivering a full uptime, availability, support and maintenance responsibility of the Channel Management Solution 24x7. This excludes all hardware and network infrastructure supplied by the City.
2. Liaising with platform vendors and OEMS w.r.t advanced support and bug fixes.
3. Ensuring all system vulnerabilities are resolved.
4. Supplier must have 24/7 Helpdesk, single point of contact, ticket management and tracking.
5. Providing unlimited hours for priority technical support, for defined respond times for resolution P1 – P4 (see call logging and incident response times in Clause 22 of the Special Condition of Contract).
6. Performing problem management to prevent recurring issues.
7. Providing RCA's after issues are resolved.
8. Diagnosis and reinstatement of services in the event of technical problems.
9. Performing system checks, that must be manual or automated, and reported on but not limited to:
   - 9.1. Daily Systems Checks: System and Services availability, disk usage, daily application backups where applicable. High Availability and Fault Tolerance readiness
   - 9.2. Monthly Checks – System Availability, Usage Statistics and Performance,

10. Include 50 hours per month of ad-hoc technical professional services to be used by the City as and when needed for ad-hoc operational tasks, excludes tasks related to P1 – P4 calls.
11. The Supplier must provide detailed report of all calls logged, open calls and compliance as part of the monthly service meeting.
12. Performing system updates and upgrades as part of the managed service:
    - 12.1. Software and all related modules must be at least N-1 major version.
    - 12.2. Perform unlimited minor (e.g. 0.1 to 0.2) and major (e.g. 1.x to 2.x/3.x) software updates and upgrades
    - 12.3. Unlimited patches to resolve all system vulnerabilities
    - 12.4. All changes to the Production environment including software patches, configuration changes, integration updates, certificate renewals, and infrastructure changes shall be classified, risk-assessed, and approved through the City's Change Advisory Board (CAB) before implementation. Emergency changes may bypass CAB pre-approval only for active incident resolution, but shall be retrospectively reviewed at the next CAB meeting and documented.
13. The Supplier must also maintain accurate documentation, support audits, implement best-practice controls, and collaborate closely with the City’s teams to uphold service continuity, regulatory compliance, and high-quality operational outcomes.
14. Maintaining and updating the design document/s.
15. Participating in City’s CAB process when applicable.
16. Participating in annual Business Continuity Testing.

The City will provide the Supplier the ability to connect to the City’s services remotely, such as VPN, Mobile APN, Citrix Services or Windows 365 Cloud PC.

7.5.3 Training Services

The training services relate to training of designated administrators, supervisors, and trainers for the Channel Management solution and do not include end-user training unless specifically requested. All training services must be priced in accordance with the training items listed in **Table C.3 of Section C.4 Price Schedule** and must align to the defined delivery methods, training groups, and unit of measure (per attendee).

7.5.3.1 Training Types and Training Groups

The Supplier must provide structured training services for the following training groups:

a) Administrators

b) Supervisors

c) Trainers (Train-the-Trainer model)

Training must be sufficient to enable Administrators and Supervisors to effectively configure, manage, operate, and support the Channel Management solution, and to enable Trainers to independently deliver subsequent training to end users and other stakeholders.

The Supplier must develop an assessment tool to enable the CCT to determine existing skills gaps in using the new Channel Management solution and must identify the level of training required prior to the commencement of training.

The Supplier must also develop a post-training assessment tool to evaluate skills levels and measure the effectiveness of the training delivered.

7.5.3.2 Classroom-Based Training

The Supplier must provide classroom-based, instructor-led training for the following training groups:

a) Administrators

b) Supervisors

c) Trainers – Train-the-Trainer training

Classroom-based training must include hands-on practical training delivered directly by the Supplier. Training will be conducted at CCT offices or the Supplier's facility within the City of Cape Town metro, and the venue will determine the maximum training group size. Groups will consist of a minimum of 5 participants.

7.5.3.3 Virtual Training

The Supplier must provide Virtual Instructor-Led Training (VILT) and accreditation training, delivered via Microsoft Teams.

VILT is a mode of training delivered live and in real time by a qualified instructor using an online platform, where instructors and participants are not physically co-located. It replicates key aspects of a classroom environment through interactive tools such as video conferencing (MS Teams), live discussions, screen sharing, polls, and group activities, allowing for direct learner–instructor interaction and immediate feedback.

Accreditation Training refers to training programmes that have been formally reviewed, approved, and recognised by an authorised accreditation or awarding body as meeting defined quality, content, assessment, and delivery standards. Successful completion typically results in a recognised certificate or qualification, demonstrating that the learner's knowledge or competency aligns with established industry or regulatory requirements.

Training will be required for the following training groups:

Instructor leg virtual training

a) Administrators – Instructor-led training

b) Supervisors – Instructor-led training

Train-the-trainer Virtual training

a) Trainers – Train-the-Trainer training

Certification training must be instructor-led and provided by an accredited training partner where applicable.

7.5.3.4 Web-Based Self-Paced Training

The Supplier must provide web-based, self-paced training in a training environment for the following training groups:

a) Administrators

b) Supervisors

Self-paced training must be SCORM-compliant and suitable for individual completion without instructor facilitation.

7.5.3.5 Training Content and Materials

All training must cover, as applicable to the training group:

a) System configuration and setup

b) Workflow and business process configuration

c) Access governance and user role management

d) Troubleshooting and operational support

e) System monitoring and maintenance procedures

The Supplier must develop reusable training materials specific to CCT, which shall become the property of the CCT, including but not limited to:

a) User training manuals

b) User guides and quick reference guides

c) Facilitator manuals

d) Video walk-throughs and demonstrations

e) Scenario-based training exercises

Materials must be updated on a regular basis and must be designed for reuse, adaptation, and future training delivery by the CCT.

7.5.3.6 Training for System Upgrades, Enhancements, and Refreshers

The Supplier must provide additional training when system upgrades, new modules, or functional enhancements are deployed, where required by the CCT. This may include demonstrations, updated training materials, and targeted upskilling sessions.

Refresher training must be provided when requested by the CCT and may apply following periods of limited system use, changes in roles or processes, or identified knowledge or compliance gaps.

7.5.3.7 Training Delivery and Reporting

Training delivery must accommodate CCT shift patterns, directorate availability, and identified readiness gaps. The Supplier must ensure flexible training delivery aligned to the defined delivery methods. Attendance registers, competency assessments, and post-training evaluation reports must be provided for all instructor-led training sessions.

The Supplier is responsible for all travel and accommodation expenses incurred by trainers for the purpose of delivering training.

7.6 REQUIREMENTS FOR CHANGE MANAGEMENT

The Supplier must provide comprehensive change management support to ensure that the Channel Management solution is adopted effectively across the CCT. The Supplier's responsibilities must extend beyond the technical implementation and include a structured, people-centred change management approach that supports behavioural, process, and organisational change.

The time of the Supplier's Change Manager required to support these activities shall be included in the implementation cost specified in **Table A.2 of Schedule A of the C.4 Price Schedule**.

At a minimum, the Supplier must:

7.6.1 Deliver a Change Management Plan

The Supplier must develop and execute a formal change-management plan aligned to CCT's organisational context and in conjunction with the City's Change Manager, outlining stakeholder engagement, readiness assessments, communication cycles, and adoption milestones.

The Supplier must develop and submit a comprehensive Change Management Plan no later than three (3) months after contract commencement.

This ensures that the Supplier actively supports both the technology transition and the people-side of Channel Management, enabling sustainable adoption across the organisation.

7.6.2 Support Stakeholder Engagement and Adoption

The Supplier must identify key stakeholder groups with the City's Change Manager, assess their readiness and impact, and provide targeted interventions to ensure understanding, buy-in, and behavioural adoption of processes.

7.6.3 Provide Communication and Awareness Material

The Supplier must prepare clear, user-friendly communication content (e.g., FAQs, process overviews, and change notices) for targeted audiences to support transparency and reduce resistance to change. The Supplier is responsible for developing the content only.

The CCT will be responsible for the design, formatting, printing, and physical distribution of all change-management communication materials. Any materials required to be displayed or made available at City premises (including City offices, libraries, community centres, or similar locations) will be produced and distributed by the City.

The cost of content development by the Supplier must be included in the implementation pricing as listed in **Table A.2 of Schedule A in Section C.4 Price Schedule**.

7.6.4 Integrate Change Management with Training

The Supplier must ensure that the training programme reinforces change-management outcomes by addressing behavioural shifts, new responsibilities, and process expectations for different user groups.

7.6.5 Monitor and Report on Adoption

The Supplier must define and track adoption metrics, gather feedback, and propose corrective actions where uptake is slow or where additional interventions are required in conjunction with the City's Change Manager.

8. CONTRACT RELATED REQUIREMENTS

8.1 Reporting Obligations

1. The Supplier must provide account manager and/or service delivery manager to deal with purchase order, contract and performance related issues throughout the contract period at no cost to the City, including escalation contacts.

2. The Supplier and City will agree at contract commencement the date and time of monthly meetings to discuss performance review, services and operations.

3. The Supplier to deliver a Monthly Service Report to the City throughout the five-year contract period. The report may include: (i) actual availability per instance, (ii) incident summary (count, severity, resolution time, recurring incidents), (iii) capacity trend (current vs baseline vs projected), (iv) backup and restoration test results, (v) security event summary, (vi) change activity log, (vii) open change requests and their status. The City has the right to request additional information as part of the report.

4. The Supplier will be responsible for scheduling the performance review sessions.

5. The Supplier will be responsible for taking and distributing these minutes. Minutes must be distributed within 7 days from meeting date.

8.2 Call logging and Incident Response

1. At contract commencement, the Supplier must provide the City with its incident reporting procedure which will be used together with the City's ITSM Service Desk.

2. The Supplier at the end of each month must supply the City with calls that were logged for the previous calendar month, which must include:

   a) Call Reference number

   b) Date and time on incident

   c) Date and time incident was acknowledged

   d) Date and time incident was resolved

   e) Duration of incident, time to resolve

   f) Current open calls with up-to-date statuses and feedback.

9. TRADE NAMES OR PROPRIETARY PRODUCTS

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

10. ....EMP LOYMENT OF SECURITY PERSONNEL

Not applicable.

11. ....FOR MS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report (described below)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than **[not applicable]** per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

1.1A "Commencement Date" means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).

1.1B "Conditions of Contract" means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

1.26 'Supplier' means the provider of Goods and / or Services with whom the Contract is concluded also referred to as "contractor" in the GCC.

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

1.28 "Working Day" means Monday to Friday excluding weekends and Public Holidays (in the Republic of South Africa).

3. General Obligations

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

3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.

3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.

3.5 The Supplier shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:

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

3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.

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

3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.

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

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

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

3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.

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

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

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

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

3.6 The Purchaser shall:

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

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

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

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

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

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

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

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

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The Supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.3.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.

5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.

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

Add the following after clause 5.8:

5.9 **<u>Protection of Personal Information Act of 2013</u>**

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

5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;

5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;

5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exits therein);

5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the “goods” does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.

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

11. Insurance

Add the following after clause 11.1:

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

11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

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

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

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

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

15. Warranty

Add to Clause 15.2:

15.2 Not applicable

16. Payment

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

16.1 Payment of invoices will be made:

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

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

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

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

Add the following after clause 16.4

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

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

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

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

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.

16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of [Not Applicable] of the value of any one item being claimed.

16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.

16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

16.7 The detailed project milestones, deliverables, and associated payment schedule shall be finalized and mutually agreed upon during the contracting stage. No milestone or payment obligation shall become binding until formally documented and signed by both parties.

17. Prices

Add the following after clause 17.1

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

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relive the Supplier from any liability or obligation under the Contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

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

22.3 Penalties will be applied as per the below.

The following penalties will apply to project delivery and implementation:

No.	Performance Element	Performance Measure	Performance Metrics	Penalty
1	Implementation & Delivery Delays	Failure by the Supplier to meet agreed project milestones as defined in the detailed, updated project schedule approved during the detailed design phase.	Achievement of all milestone delivery dates, including but not limited to analysis, detailed design, configuration/customisation, system testing, and go-live.	A penalty of 0.5% of the total implementation price will be applied for each week of delay beyond the agreed milestone dates, capped at a maximum of 10% of the total implementation price. Penalties applied for earlier milestone delays shall be carried forward and taken into account when assessing performance against subsequent milestones. If the total project delay exceeds 20 weeks, the City reserves the right to terminate the contract.

The following penalties will apply to the Managed Services as priced in Schedule C Table C.2.

No.	Performance Element	Performance Measure	Performance Metrics	Penalty
1	Service Availability & Up-time	The service is classified as mission-critical and must meet agreed Service Level Agreements (SLAs). Any disruption that materially affects the delivery of the service shall be regarded as downtime.	Minimum up-time: 99.9% per month for **non-emergency services**.	The penalty of 1% of the monthly Managed Service fee will be applied for every 30 minutes of down-time per month below the 99.9% up-time threshold. Penalties shall be cumulative for the month in which the breach occurs, to a maximum of 100% of the monthly Managed Service fee. Penalties and service up-time are calculated on the last day of each month. Sustained non-compliance for 3 consecutive months gives the City the right to request corrective action from the Service Provider. The Service Provider shall, within a 2-week period of notification, submit and implement a corrective action plan to restore system availability to the required SLA threshold. Should the Service Provider fail to achieve the

No.	Performance Element	Performance Measure	Performance Metrics	Penalty
				required up-time following implementation of the corrective measures, the City will initiate contract performance management.
2	Service Availability & Uptime	The service is classified as mission-critical and must meet agreed Service Level Agreements (SLAs). Any disruption that materially affects the delivery of the service shall be regarded as downtime.	Minimum uptime: 99.999% per month for **emergency services**.	The penalty of 1% of the monthly Managed Service fee will be applied for every 1 minute of downtime per month below the 99.999% up-time threshold. Penalties shall be cumulative for the month in which the breach occurs, to a maximum of 100% of the monthly Managed Service fee. Penalties and service up-time are calculated on the last day of each month. Sustained non-compliance for 3 consecutive months gives the City the right to request corrective action from the Service Provider. The Service Provider shall, within a 2-week period of notification, submit and implement a corrective action plan to restore system availability to the required SLA threshold. Should the Service Provider fail to achieve the required up-time following implementation of the corrective measures, the City will initiate contract performance management.
3	P1 Penalty - Incident Response & Resolution	Complete loss of service/s, i.e. system/s down	Less than 15 minutes acknowledgment, less than 4 hours resolution.	- **Response time**: Penalty of 0.5% of the Managed Service fee for SLA breach and an additional 0.5% for every 15 minutes of not acknowledging - **Resolution time**: Penalty of 1% of the Managed Service fee for SLA breach and an additional 1% per 1-hour delay or part thereof.
4	P2 Penalty - Incident Response & Resolution	Service interruption and business operations severely impacted	Less than 30 minutes acknowledgment, less than 6 hours resolution.	- **Response time**: Penalty of 0.3% of the Managed Service fee for SLA breach and an additional 0.3% for every 30 minutes of not acknowledging

No.	Performance Element	Performance Measure	Performance Metrics	Penalty
				- **Resolution time**: Penalty of 1% of the Managed Service fee for SLA breach and an additional 1% per 1-hour delay or part thereof.
5	P3 Penalty - Incident Response & Resolution	Service interruption with min/no business impact	Less than 4 hours acknowledgment, less than 3 business days resolution.	- **Response time**: Penalty of 0.1% of the Managed Service fee for SLA breach and an additional 0.1% for every 4 hours of not acknowledging - **Resolution time**: Penalty of 0.25% of the Managed Service fee for SLA breach and an additional 0.25% per 8-hour delay or part thereof.
6	P4 Service request	General service request for change, enhancements and information, no impact	Less than 24 hours acknowledgment, less than 14 business days resolution.	- **Response time**: Penalty of 0.1% of the Managed Service fee for SLA breach and an additional 0.1% for every 24 hours of not acknowledging - **Resolution time**: Penalty of 0.1% of the Managed Service fee for SLA breach and an additional 0.1% per 1-day delay or part thereof.
7	T1 – Monthly meetings	Distribute Monthly Meeting Minutes	Distribute minutes within 7 business days	Penalty of 0.1% of the Managed Service fee.
8	T2 – Monthly reports	Failure to provide agreed upon reports and performance reports as per specifications in monthly meetings	Must be provided before or presented in monthly meeting	Penalty of 0.1% of the Managed Service fee.

The following penalties will apply for any cloud, subscription (as priced in Schedule A Table A.1) and digital messaging services (as priced in Schedule A Table A.3).

No.	Performance Element	Performance Measure	Performance Metrics	Penalty
1	Service Availability & Uptime	Any disruption that materially affects the delivery of the service shall be regarded as downtime.	Minimum uptime: 99.9% per month.	A penalty of 1% of the associated cloud, subscription or digital messaging service fee (depending on which service is down) will be applied for each 30 minutes delay per month beyond the agreed milestone dates, capped at a maximum of 10% of the total associated cloud, subscription or digital messaging service

No.	Performance Element	Performance Measure	Performance Metrics	Penalty
				fee. Penalties shall be cumulative for the month in which the breach occurs, to a maximum of 100% of the associated monthly cloud, subscription or digital messaging service fee. Sustained non-compliance for 3 consecutive months gives the City the right to request corrective action from the Service Provider. The Service Provider shall, within a 2-week period of notification, submit and implement a corrective action plan to restore system availability to the required SLA threshold. Should the Service Provider fail to achieve the required uptime following implementation of the corrective measures, the City will initiate contract performance management.

23. Termination for default

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

23. <u>Termination</u>

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

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

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

23.8.4 Reputational risk or harm to the Purchaser

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or
26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

36. Tenderers need to ensure that their OEM/OSM authorisations/accreditations remain valid at contract commencement and throughout the duration of this contract period.

37. Tenderers are to comply with Section 8 of the C.5 Specifications regarding their reporting obligations and the requirements for call logging and incident response.

38. The Supplier is referred to Annexure G. The Supplier shall ensure that all services, systems, and solutions delivered under this Contract comply with the IS&T Standards and CCT Data Access Specifications respectively as amended from time to time.

C.7 GENERAL CONDITIONS OF CONTRACT

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

TABLE OF CLAUSES

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6 ‘Country of origin’ means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 ‘Day’ means calendar day.

1.8 ‘Delivery’ means delivery in compliance with the conditions of the contract or order.

1.9 ‘Delivery ex stock’ means immediate delivery directly from stock actually on hand.

1.10 ‘Delivery into consignee’s store or to his site’ means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 ‘Dumping’ occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 ‘Force majeure’ means an event beyond the control of the supplier, not involving the supplier’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 ‘Fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 ‘GCC’ means the General Conditions of Contract.

1.15 ‘Goods’ means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 ‘Imported content’ means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and
which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 ‘Local content’ means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 ‘Manufacture’ means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 ‘Order’ means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 ‘Project site’, where applicable, means the place indicated in bidding documents.

1.21 ‘Purchaser’ means the organisation purchasing the goods.

1.22 ‘Republic’ means the Republic of South Africa.

1.23 ‘SCC’ means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

1.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
b) A cashier's or certified cheque.

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo	*Letterhead of supplier's Insurance Broker*

Date __________________________

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.**: **21S/2026/27

TENDER DESCRIPTION:

NAME OF SUPPLIER:____

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

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

Yours faithfully

Signed: ____________________

For: ____________________ (Supplier's Insurance Broker)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.

2 Incomplete / incorrect / illegible forms will not be accepted.

3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.

4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

5 If a field is not applicable insert the letters: NA

6 Only the Project Number supplied by the Corporate EPWP Office must be inserted. The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.

7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

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

9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certied ID copy must accompany this labour report on submission.

10 Was the beneficiary sourced from the City's job seeker database?

11 The contract end date as stated in the beneficiary's employment contract.

12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.

13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month

14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.

16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)	
DIRECTORATE:		DEPARTMENT:	
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:	
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK

PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR

ACTUAL START DATE (yyyy/mm/dd)		ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)
R

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:	

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
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										0	0	R -

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

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

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

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: ....

"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 CCT 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 CCT 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 CCT intends to call upon the Guarantor to make payment in terms of 4.2;*

   4.2 *A first written demand issued by the CCT 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 CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:*

   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 CCT 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 CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT 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 CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT 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 28 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) ....

Approved Financial Institution as at 13 August 2025:

1.1 National Banks

ABSA Bank Limited

Firstrand Bank Limited

Investec Bank Limited

Nedbank Limited

Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC

Citibank NA

Credit Agricole Corporate and Investment Bank

HSBC Bank PLC

JPMorgan Chase Bank

Societe Generale

Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)

Bryte Insurance Company Limited

Coface SA

Compass Insurance Company Limited

Credit Guarantee Insurance Corporation of Africa Limited

Guardrisk Insurance Company Limited

Hollard Insurance Company Limited

Infiniti Insurance Limited

Lombard Insurance Company Limited

Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)

New National Assurance Company Limited

PSG Konsult Ltd (previously Absa Insurance)

Regent Insurance Company Limited

Renasa Insurance Company Limited

Santam Limited

Annexure D - Pro Forma Advance Payment Guarantee

NOT APPLICABLE

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.

1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.

1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

1.4 CPA will only apply to items in Schedule C Table C.1 and Table C.2.

1.5 Schedule A Table A.1, Table A.3 and Schedule C Table C.3 will be awarded on the basis of the tendered mark-up percentage. The OEM/OSM quotes submitted in respect of Schedule A Table A.1, Table A.3 and Schedule C Table C.3 will, however, serve as the baseline cost pricing for software licensing, subscriptions and training required for solution implementation. At contract commencement and/or at the date of ordering, any increase in the OEM/OSM quote(s) will only be considered if the increase is attributable to:

1.5.1 a change in the rate of exchange, where the quote is affected by exchange-rate movement and such impact is supported by valid evidence; or

1.5.2 any other OEM/OSM price increase, provided that the supplier submits valid evidence demonstrating that:

1.5.2.1 the OEM/OSM quotes submitted at tender stage was consistent with pricing charged by the OEM/OSM to other South African clients, partners and distributors, supported by valid invoices; and

1.5.2.2 the OEM/OSM price increase has been, or will be, applied uniformly to all relevant OEM/OSM clients, partners and distributors, supported by valid pre-increase and post-increase invoices from actual clients.

2. CPA PROVISIONS SELECTION

2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.

2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.

2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	Indicate option ⬇	**CPA Type**	**Period**	**Refer to Section**
A	N/A	**FIRM PRICES** as per Pricing Schedule	Annual	*Pricing Schedule C.4 and Schedule F.1 (A)*
		LOCAL (RSA) TENDER CONTENT:		
		EITHER		
B	N/A	SEIFSA Index based CPA	Monthly / Quarterly	*Schedule F.1 (B)*
		OR		
C	N/A	Pricelist / Quotation Based CPA	Ad-Hoc	*Schedule F.1 (C)*

		OR		
D	X	STATS SA CPI Index Based CPA	Annually	*Schedule F.1 (D)*
		OR/AND		
E	N/A	Sectorial Determination 1: Contract Cleaning Sector	Annually	*Schedule F.1 (E)*
		OR		
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	*Schedule F.1 (E)*
		IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)		
F	N/A	ROE based CPA	Ad-Hoc	*Schedule F.1 (F)*
		AND (IF REQUIRED), EITHER		
G	N/A	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	*Schedule F.1 (G)*
		OR		
H	N/A	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	*Schedule F.1 (H)*

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

i. By letter to: Director **[Details to be provided at contract stage]**, City of Cape Town, P O Box 655, Cape Town, 8000 or
ii. By email to: **[Details to be provided at contract stage]**

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.

3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.

3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.

3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.

3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.

3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

NOT APPLICABLE

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

NOT APPLICABLE

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX

1. Applicable where the Tenderer/Suppliers has indicated their tendered prices are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.

2. A minimum of 10% of the tender/contract price as per C.4 Pricing Schedule shall be fixed and free of variation for the duration of the contract.

3. A total of 90% of the tender/contract price as per C.4 Pricing Schedule shall be adjusted annually in accordance with clause 5 below.

4. STATS SA Consumer Price Index is applicable to Tables C.1 and C.2 in Schedule C of the Pricing Schedule C.4.

5. The Contract Price(s) shall remain FIRM for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

6. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

   6.1. CPA applicable from the start of the 13th month to the end of the 24th month calculated as follows:
      a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
      b) The end month shall be three (3) calendar months prior to the 12th month.

   6.2. CPA applicable from the start of the 25th month to end of the 36th month calculated as follows:
      a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
      b) The end month shall be three (3) calendar months prior to 24th month.

   6.3. CPA applicable from the start of the 37th month to end of the 48th month calculated as follows:
      a) The base month for the price adjustment shall be three (3) calendar months prior to the 25th month; and
      b) The end month shall be three (3) calendar months prior to 36th month.

   6.4. CPA applicable from the start of the 49th month to end of the 60th month calculated as follows:
      a) The base month for the price adjustment shall be three (3) calendar months prior to the 37th month; and
      b) The end month shall be three (3) calendar months prior to 48th month.

   6.5. The average CPI percentage will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average CPI)

7. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 60 of the contract will follow the same principle in determining the base month (i.e. 3 calendar months prior to 49th month) and end date (3 calendar months prior to 60th month) as outlined above.

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA RATE OF EXCHANGE PRICE VARIATIONS

NOT APPLICABLE

F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST

NOT APPLICABLE

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES

NOT APPLICABLE

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms ___________________________, of the authorised entity ________________, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: ____________________________
   Financial Institution: _________________________
   Branch Code: _______________________________
   Account No.: ________________________________

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule F.3: Declaration for Procurement above R10 million

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

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

YES		NO	

If YES, submit audited annual financial statements:
(i) For the past three years, or
(ii) Since the date of establishment of the tenderer (if established during the past three years)
By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule.**

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

YES		NO	

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

2.2 If YES, provide particulars:

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

YES		NO	

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

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

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

YES		NO	

If YES, furnish particulars below

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

______________________________ ______________________________

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**
The applicable preference point system for this tender is the 90/10 preference point system.

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

1.4 **To be completed by the organ of state:**
The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

NOT APPLICABLE

5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific Goals (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	**Number of points claimed (90/10 system)**
Promotion of Micro and Small Enterprises	4	
Enterprise Supplier Development and Socio-Economic Development	3	
Skills Development <u>OR</u> Employee Share Scheme	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm…………………………………………………………………….

5.4 Company registration number: …………………………………………………………...

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

[Tick applicable box]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

Signature of Tenderer	*Date*	*Name and Surname*	*Address*

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

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.
NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to "Notes for verification"	Amount Declared (excluding VAT)
SG1 Promotion of Micro and Small Enterprises	(i) Total Turnover	
SG2 Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
SG3.1 Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total Profit	
OR **SG3.2** Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:
I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *'The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended. .*

Signature of Tenderer (Authorised to represent the tenderer)	**Date**	**Name and Surname**	**Address**

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
  Promotion of Micro and Small Enterprises
  (i) Total Turnover
  Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)

- SG2 – Specific Goal 2
  Enterprise Supplier Development and Socio-Economic Development
  (ii) Total Enterprise Supplier Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

  (iii) Total Enterprise Socio Economic Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

  (iv) Total Expenditure
  Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.1 – Specific Goal 3
  Skills Development
  (v) Total Skills Development Expenditure
  Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

  (vi) Total Profit
  Total Profit as per the most recent Annual Financial Statements (not older than 12 months)

- SG3.2 – Specific Goal 3
  Employee Share Scheme
  (vii) Employee Share Scheme Ownership %
  Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths
(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	**Date**	**Name and Surname**	**Address**

Note 1

1.1 Tendering entity that undergoes B-BBEE verification
- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)
- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
  (ii) Total Enterprise Supplier Development Expenditure;
  (iii) Total Socio Economic Development Expenditure;
  (v) Total Skills Development Expenditure

Note 2

2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:
  (i) Total Turnover
  (iv) Total Expenditure
  (vi) Total Profit

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

Note 3

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname *(Authorised to represent the tenderer)*	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end ______________________________

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end ______________________________

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total Profit	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths
Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only **KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS** **Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:** (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit **(mark the applicable**

	option). (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address. (d) Amounts as per Table 2 must be inserted **(No blank spaces to be left).** (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts **(mark the applicable option).** (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign ad stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.

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

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

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of tenderer or his or her representative: ____________________________________

   3.2 Identity Number: ____

   3.3 Position occupied in the Company (director, trustee, shareholder[2]): _______________________

   3.4 Company or Close Corporation Registration Number: ___________________________________

   3.5 Tax Reference Number: ____

   3.6 VAT Registration Number: ____

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8 Are you presently in the service of the state? **YES / NO**
   3.8.1 If yes, furnish particulars: ____

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
   3.9.1 If yes, furnish particulars: ____

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
   3.10.1 If yes, furnish particulars: ____

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
   3.11.1 If yes, furnish particulars: ____

   3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
   3.12.1 If yes, furnish particulars: ____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.13.1 If yes, furnish particulars: ____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
3.14.1 If yes, furnish particulars: ____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**
3.15.1 If yes, furnish particulars: ____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**
3.16.1 If yes, furnish particulars: ____

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

Full Name	Identity Number	State Employee Number

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

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

________________________________ ________________________________

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

[1]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.***

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

Schedule F.6: Conflict of Interest Declaration

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

YES		NO	

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

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

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

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

YES		NO	

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

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

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

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

____________________________________ ____________________________________

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

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

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

____________________________ ____________________________

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

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

To: THE CITY MANAGER, City of Cape Town

From: ________________________
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

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

Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **21S/2026/27** and tender description: **SUPPLY, IMPLEMENTATION, MAINTENANCE AND SUPPORT OF A UNIFIED CHANNEL MANAGEMENT (CONTACT CENTRE) SOLUTION WITH INTEGRATED TELEPHONY FOR THE CITY OF CAPE TOWN EMERGENCY AND NON-EMERGENCY CONTACT CENTRES** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

______________________________ ______________________________

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

([1] Consortium: Joint venture or Consortium means an association of persons for the purpose of

combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

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

Date

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

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	**Title of Document or Description (refer to clauses / schedules of this tender document where applicable)**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

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

Date

Schedule F.12: Record of Addenda to Tender Documents

We confirm that the following communications received from the CCT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Attach additional pages if more space is required.		

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

Date

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

The following information shall be provided with the Tender:

NO.	SCHEDULES TO BE COMPLETED	PAGE NUMBER
1.	**OEM Accreditation/ Authorisation** Tenderers are to attach proof of OEM Accreditation/ Authorisation to **Schedule F.13A** as per clause 2.2.1.1.4 of the Eligibility Criteria.	141
2.	**Technical Requirements for Channel Management:** Tenderers are to complete the **Schedule F.13B** regarding the technical requirements of the Channel Management solution and attached all relevant evidence to Schedule F.13B as per clause 2.2.1.1.5 of the Tenderer's Obligations.	142
3.	**Functionality Scoring:** Tenderers are to complete the Evidence to Functionality Schedules	146
	a) **Schedule F.13C** as per clause 2.2.1.1.6.1 of the Eligibility Criteria – Number of years in the industry	146
	b) **Schedule F.13D** as per clause 2.2.1.1.6.2 of the Eligibility Criteria – Previous Implementation Project Size	148
	c) **Schedule F.13E** as per clause 2.2.1.1.6.3 of the Eligibility Criteria – Implementation of IP-based telephony contact centre solutions	150
	d) **Schedule F.13F** as per clause 2.2.1.1.6.4 of the Eligibility Criteria – Integration into correspondence and social media platforms	152
	e) **Schedule F.13G** as per clause 2.2.1.1.6.5 of the Eligibility Criteria – Integration with CRM systems	154
	f) **Schedule F.13H** as per clause 2.2.1.1.6.6 of the Eligibility Criteria – Integration with a 24-hour emergency response system	156
4.	**Pricelists to be submitted** Tenderers are to attach proof of the Pricelists to **Schedule F.13I**	157
5.	**Infrastructure Requirements** **Te**nderers are to list all on-premise infrastructure required in **Schedule F.13J.**	158
6.	**Software Requirements** Tenderer to provide the operating system and database requirements in **Schedule F.13K.**	159

Schedule F.13A - Evidence to Eligibility Requirement 2.2.1.1.4 – OEM/OSM(s) Accreditation/ Authorisation

Tenderers are to attach hereto proof of OEM/OSM(s) Accreditation/Authorisation as per clause 2.2.1.1.4 of the Eligibility Criteria for each OEM/OSM product listed.

Tenderers to list all accreditation/authorisation document in the Table below.

No.	Price list item	OEM/OSM(s)	Accreditation/Authorisation document/s attached
1	Schedule A Table A.1 **Software and Licencing**		
2	Schedule A Table A.3 Digital Messaging Services – **WhatsApp messaging**		
3	Schedule A Table A.3 - Digital Messaging Services – **SMS Messaging**		
4	Schedule C Table C.3 **Training**		

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

Date

Schedule F.13B - Evidence to Technical Requirements 2.2.1.1.5

The Tenderer must provide sufficient and verifiable evidence for each requirement to demonstrate compliance.

Acceptable evidence may include, but is not limited to, supplier or product information sheets or official vendor documentation or recorded video demonstrations or walkthroughs. All documents should be submitted in hard copy with the tender submission. Video and other electronic evidence must be submitted on a portable storage device e.g. USB memory stick that is attached to the tender submission.

No.	Clause Reference to C.5 Specifications	Technical Requirements	Evidence submitted (specify document/file name)	Reference: Document and Page no. or Time stamp in video
1	Clause 7.1.1.1.a)	The solution to provide the following channels: Telephone, Short Message/Messaging Services (SMS), WhatsApp, and to provide a platform to integrate into the CCT's current Social Media: Instagram, Facebook and X (Twitter) and to integrate to the CCT's email platform.		
2	Clause 7.1.1.1.b)	The solution must provide omnichannel interaction management, enabling consistent and personalised service to residents by routing interactions to the most appropriate agent queue group regardless of the communication channel. Agents must have access to the customers' interaction history of all channels.		
3	Clause 7.1.1.2.a)	The solution must support omnichannel interaction management, allowing agents to transition between communication channels within a single customer interaction (e.g. chat to voice or voice to email) while maintaining the context and history of the interaction and share information with customers.		
4	Clause 7.1.1.2.f)	The solution to provide ability to Inform resident / Customer of queue position and expected waiting time.		
5	Clause 7.1.1.3.a)	The solution to provide ability to integrate with a Customer Relationship Management, an IT Service Management an emergency computer-aided dispatching (CAD) system and Physical Queue management system, natively or by API.		

No.	Clause Reference to C.5 Specifications	Technical Requirements	Evidence submitted (specify document/file name)	Reference: Document and Page no. or Time stamp in video
6	Clause 7.1.1.3.b)	The solution to provide the ability to allow for single sign on (SSO) and seamlessly integrate with Microsoft Entra ID for centralized authentication, with support MFA via SAML 2.0 or OpenID Connect.		
7	Clause 7.1.2.1.a)	The solution to provide ability to toggle and/or switch between multiple active calls without ending an interaction. While agents attend to an interaction, other interactions are placed on hold.		
8	Clause 7.1.2.1.c)	The solution to provide ability to allow call-back functionality, as soon as possible or scheduled.		
9	Clause 7.1.3.2.a)	The solution must support automated call flows and Interactive Voice Response (IVR) functionality, determining caller intent, and the execution of predefined business processes.		
10	Clause 7.1.3.2.b)	The solution must provide the capability to automate customer interaction processes and operational tasks without human intervention to enable self-service interactions.		
11	Clause 7.1.3.3.a)	The solution to provide an automated digital assistant functionality (e.g. Chatbot) that utilises pre-configured questions and responses to resolve routine customer enquiries. This functionality should be centrally managed and deployable across web, mobile, and social messaging channels, ensuring consistency in customer experience, and have support for automated escalation to human agents.		
12	Clause 7.1.4.1.a)	The solution to provide ability to forecast the demand for agents for effective planning purposes.		
13	Clause 7.1.4.2.b)	The solution to provide ability to cater for multiple working schedules for agents.		
14	Clause 7.1.4.2.c)	The solution to provide ability for end users of the system to monitor adherence and real time adherence of staff in the contact centre based on schedule allocation.		
15	Clause 7.1.4.2.d)	The solution must have the ability to manage and update a central schedule for contact centre agents that reflects accurate indication of time utilisation in the call centre including agent shrinkage and overheads. The system must have the ability to automatically update and maintain schedules with insights into agent profiles, including their skills and proficiency levels, adherence incidents and shift swaps.		

No.	Clause Reference to C.5 Specifications	Technical Requirements	Evidence submitted (specify document/file name)	Reference: Document and Page no. or Time stamp in video
16	Clause 7.1.4.3.a)	The solution to have the ability for administrators to dynamically assign agents to queues as necessary and to change skill sets as required to balance queues.		
17	Clause 7.1.5.1.a)	The solution to provide ability to record voice and screen for all interactions across channels and for the agent to replay his/her own recording/s immediately after the interaction.		
18	Clause 7.1.5.1.b)	The solution to provide the ability for recordings to include the following information, Agent name, Login ID, workstation IP address, Time Stamp, MAC address.		
19	Clause 7.1.5.2.a)	The solution to provide ability for managers and supervisors to observe, barge in (join the conversation), whisper (coaching), intercept on live calls, without interrupting the interaction or call recording.		
20	Clause 7.1.5.3.c)	The solution to provide ability to activate a trace on one or more agents for extended periods of time.		
21	Clause 7.1.6.1.a)	The solution to provide ability to view incoming interactions on a customisable dashboard, indicating new calls, active interactions, duration of calls on hold, and duration of active interactions. The incoming calls must be categorised by colour according to the call waiting, call queue and call duration time. Aggregated real-time reporting statistics must be accessible by means of an API.		
22	Clause 7.1.6.2.a)	The solution to provide ability to offer standard contact/call related statistics and reporting across channels, for example (but not limited to) Agent Activity Reports, Agent Status Reports, Call Abandon Reports, Contact Detail Reports, Contact Transfer/Direction Reports, Inbound Contact Summary and Queue Activity Reports. Reports can be selected per business area.		
23	Clause 7.1.6.3.a)	The solution to provide ability to report on channel Service Level Agreement (SLA) adherence across channels with ability to drill down to request types for more detailed insights.		
24	Clause 7.1.6.4.a)	The solution to provide ability to automate selected historical reports for distribution by email on certain days and times based on pre-defined attributes.		
25	Clause 7.1.6.5.a)	The solution to provide ability to report on call-by-call, including if the call was dropped by the customer or agent (near end or far end).		

No.	Clause Reference to C.5 Specifications	Technical Requirements	Evidence submitted (specify document/file name)	Reference: Document and Page no. or Time stamp in video
26	Clause 7.1.6.6.a)	The solution must be capable of capturing customer feedback from customers after completion of a customer interaction across all supported communication channels, ensuring that the survey is delivered via the same channel used by the customer during the interaction.		

_______________________________ _______________________________

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

Schedule F.13C - Evidence to Functionality Requirement 2.2.1.1.6.1 – Number of years in the industry
Please provide evidence of the number of years the tenderer has been actively providing Channel Management solutions to their client base. The Tenderer must specify client organisations, the solution/s provided, the dates and duration of each solution. The tenderer must also provide reference contact details for verification purposes.

NO.	CLIENT	SOLUTION/S SUPPORTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	DURATION (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
1						Name:	Name:
						Tel:	Tel:
						Email:	Email:
2						Name:	Name:
						Tel:	Tel:
						Email:	Email:
3						Name:	Name:
						Tel:	Tel:
						Email:	Email:
4						Name:	Name:
						Tel:	Tel:
						Email:	Email:

NO.	CLIENT	SOLUTION/S SUPPORTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	DURATION (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
5						**Name:**	**Name:**
						Tel:	**Tel:**
						Email:	**Email:**

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

Schedule F.13D - Evidence to Functionality Requirement 2.2.1.1.6.2 – Previous Implementation Project Size

Please list the projects where Channel Management solutions have been implemented. The Tenderer must specify the client organisations, the solution/s implemented, the scale of previously implemented projects by specifying the number of concurrent agents using the solution per shift and the implementation dates of each solution. The tenderer must also provide reference contact details for verification purposes.

NO.	CLIENT	SOLUTION/S IMPLEMENTED	NUMBER OF CONCURRENT AGENTS PER SHIFT	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
1						**Name:**	**Name:**
						Tel:	**Tel:**
						Email:	**Email:**
2						**Name:**	**Name:**
						Tel:	**Tel:**
						Email:	**Email:**
3						**Name:**	**Name:**
						Tel:	**Tel:**
						Email:	**Email:**

NO.	CLIENT	SOLUTION/S IMPLEMENTED	NUMBER OF CONCURRENT AGENTS PER SHIFT	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
4						**Name:**	**Name:**
						Tel:	**Tel:**
						Email:	**Email:**
5						**Name:**	**Name:**
						Tel:	**Tel:**
						Email:	**Email:**

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

Date

Schedule F.13E - Evidence to Functionality Requirement 2.2.1.1.6.3 – Implementation of IP-based telephony contact centre solutions

Tenderers must list the Channel Management solutions where they have completed the implementation of IP-based telephony contact centre solutions. The tenderer must also provide reference details for verification purposes.

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
1					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
2					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
3					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
4					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
5					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

______________________________ ______________________________

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

Schedule F.13F - Evidence to Functionality Requirement 2.2.1.1.6.4 – Integration into correspondence and social media platforms
Tenderers must list the Channel Management solutions where they have completed an implementation that integrates into correspondence and social media platforms, e.g. social media or WhatsApp or Email or SMS. The tenderer must also provide references for verification purposes.

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
1					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
2					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
3					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
4					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
5					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

______________________________ ______________________________

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

Schedule F.13G - Evidence to Functionality Requirement 2.2.1.1.6.5 – Integration with CRM systems

Tenderers must list the Channel Management solutions where the tenderer completed an implementation that integrates with CRM systems. The tenderer must also provide references for verification purposes.

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
1					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
2					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
3					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
4					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
5					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

______________________________ ______________________________

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

Schedule F.13H - Evidence to Functionality Requirement 2.2.1.1.6.6 – Integration with a 24-hour emergency response system

Tenderers must list the Channel Management solutions where they have completed an implementation that integrates with a 24-hour emergency response system. The tenderer must also provide references for verification purposes.

No.	CLIENT	SOLUTION IMPLEMENTED	DATE FROM (mm/yyyy)	DATE TO (mm/yyyy)	PRIMARY PROJECT REFERENCE (Name, Active contact details)	SECONDARY PROJECT REFERENCE (Name, Active contact details)
1					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**
2					**Name:**	**Name:**
					Tel:	**Tel:**
					Email:	**Email:**

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

Date

Schedule F.13I – Price lists to be submitted

Tenderers are to attach hereto proof of the OEM/OSM Price list for each OEM/OSM product(s).

Tenderers to list the documents submitted for all OEM/OSM products and services in the table below. This relates to all items priced in Schedule A Table A.1 (Software and Licencing), Table A.3 (Digital Messaging Services).

Tenderers are to provide the quotes as priced in Schedule C Table C.3 (Training).

Price list item	OEM/OSM(s)	Document/s attached
Schedule A Table A.1 (Software and Licencing) – for year 1 through to year 5		
Schedule A Table A.3 (Digital Messaging Services)		

Quote item	Training provider	Document/s attached
Schedule C Table C.3 (Training)		

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

Date

Schedule F.13J Infrastructure Requirements

The Tenderers are to provide requirements for all on-premise infrastructure required to deliver the proposed solution.

F.13J ON-PREMISE INFRASTRUCTURE REQUIREMENTS FOR CHANNEL MANAGEMENT SOLUTION					
No.	**Item Name**	**Model**	**Description**	**Quantity**	**Approximate Cost**
1.					**R**
2.					**R**
3.					**R**
4.					**R**
5.					**R**
6.					**R**
7.					**R**
8.					**R**
9.					**R**
10.					**R**
11.					**R**
12.					**R**
13.					**R**
14.					**R**
15					**R**

Schedule F.13K Software Requirements

The Tenderers are to provide operating system and database requirements to deliver the proposed solution.

F.13K ON-PREMISE OPERATING SYSTEM AND DATABASE REQUIREMENTS FOR CHANNEL MANAGEMENT SOLUTION					
No.	**Item Name**	**Version**	**Description**	**Quantity**	**Approximate Cost**
1.					**R**
2.					**R**
3.					**R**
4.					**R**
5.					**R**
6.					**R**
7.					**R**
8.					**R**
9.					**R**
10.					**R**
11.					**R**
12.					**R**
13.					**R**
14.					**R**
15.					**R**

Schedule F.14: Appeal Application

ANNEXURE 'A'

OFFICIAL RECEIPT	IRISITI ESESIKWENI	AMPTELIKE KWITANSIE
(Valid only if printed by official cash receipting machine)	(Isemthethweni kuphela xa ishicilelwe ngumatshini wokukhupa irisiti osesikweni.)	(Geldig alleenlik indien deur amptelike kontantvangs masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: ________________

DATE: ______________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES; APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

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

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

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

GL DATA CAPTURE RECEIPT
(CASHIER TO RETAIN A COPY)

RECEIPT NO: ______________

DATE: ____________________

SAP GL:

8	1	0	1	0	0

PROFIT CENTRE:

1	3	0	5	0	0	0	1

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

EMAIL; MSA.Appeals@capetown.gov.za

Annexure G – CCT Standards

IS&T Standards

G.1.1 Introduction

This schedule provides Tenderers with technical information regarding the City's current IT environment. It also provides the City's compulsory Architectural standards for the proposed solution.

G.1.2 Section A: General Architectural Standards

For the 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:

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

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

Table G.1.1 CCT Landscape Details

Technology Domain	Software Vendor	Current Standard Minimum	Status
Anti-virus software	Microsoft	Microsoft Defender for Endpoint as the minimum standard	Current
		Microsoft Defender for Servers	Current
Authorisation and Authentication	ESRI	Named User Authentication 10.7.1	Upgrading (no new requirements)
		Named User Authentication 11.3.0	Current
	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)	Current
	SAP	SAP ABAP NetWeaver Authorisation	Current
		SAP Business Objects Authentication	Current
		SAP Cloud Identity Authentication & Authorisation	Current
		SAP HANA Enterprise Authentication & Authorisation	Current
Cybersecurity, Fixed Networks Security	Citrix	Citrix NetScaler	Current
	Palo Alto	Palo Alto	Current
Database	ESRI	ArcGIS geodatabase version 10.7.1	Upgrading (no new requirements)
	Microsoft	MS SQL 2019	Current
	Open Source	MariaDB 10 (minimum)	Current
	Oracle	Oracle 19C	Current
	SAP	SAP HANA 2.0 SP03	Current
Front End Services and Endpoint computing	ESRI	ArcGIS Pro 2.92 (minimum standard)	Current
		ArcMap 10.7.1 Suite- ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Upgrading (no new requirements)
		ArcMap 11.3 Suite- ArcGIS System	Current
		Exchange Online	Current
		Microsoft 365	Current
		MS Edge Chromium as the minimum standard browser	Current
		Office 365	Current
		SharePoint 2016	Upgrading (no new requirements)
		Microsoft Teams	Current

		Windows 10 64-bit Professional – changing to Windows 11 in the coming years through the CAR Project.	Upgrading (no new requirements)
		Windows 11	Current
	SAP	SAP GUI 8.50 (minimum standard)	Current
		SAP Netweaver 7.5	Current
Middleware / Integration	ESRI	ArcGIS API for JavaScript 3.x/4.x	Current
		ArcGIS Desktop 10.7.1 AddIns	Current
		ArcGIS Pro SDK AddIns	Current
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
		ArcObjects C# SDK 10.7.1	Upgrading (no new requirements)
		Esri Mediator – Integration of PVC objects with SAP LUM	Current
	Microsoft	ASP.NET, MVC Web API, WCF Web Services (WDSL & JSON/XML REST)	Current
	None	WCF	Current
		Web API	Current
	SAP	GEO.e – Integration of Transport assets with SAP PM and FI	Current
		GIS iSAP Portal	Current
		SAP Process Orchestration NetWeaver 7.5 (minimum standard)	Current
Mobile field devices	Google (Open Source)	Android 10 (and above is not supported at present)	Current
		Android 4.4.4 operating system (minimum standard)	Current
		Angular 1 (EPIC)	Upgrading
		Angular 8 (EPIC)	Upgrading
		Angular 19 and above	Current
	SAP	Agentry	Current
		FIORI	Current
		SAP Afaria 7 mobile management system (minimum standard)	Current
		UI5	Current
Non-SAP Applications and Databases on VM	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
Operating System	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
	Microsoft	Microsoft Windows Server 2019	Current
	Open Source	RedHat Enterprise Linux (RHEL) 7.5	Current
		SUSE Linux Enterprise Server 12 SP4	Current
	SAP	SUSE Linux Enterprise Server 15	Current
Portal / Web Hosting	ESRI	ArcGIS Portal Version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
	Microsoft	Windows 2019+ Server Running IIS 8.5 as the minimum standard	Current
	None	HTTPS	Current
	Open Source	Apache 2.4 (minimum)	Current
		Tomcat 8.5 (minimum)	Current
	SAP	SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP)	Current
		SAP Java NetWeaver Portal	Current
Program Development	ESRI	ArcGIS API for JavaScript 3.x/4.x	Current
		ArcGIS Pro SDK,	Current
		ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Current
		ArcObjects C# SDK 10.7.1	Upgrading (no new requirements)

	Microsoft	.NET Framework 4.8 (minimum standard)	Current
	Google (Open Source)	**Angular 8.2.14** and above **Ionic 5** and above	Current
	None	REST	Current
		WCF and Web API Services,	Current
	Oracle (Open Source)	OpenJDK	Current
		JavaScript	Current
	SAP	SAP ABAP NetWeaver 7.4	Current
		SAP Business Objects 4.n	Current
		SAP HANA 2.0 Enterprise Platform	Current
Records Management	SAP	Public Sector Records Management SAP NetWeaver 7.4	Current
Security and Business Continuity	AppViewX	AppViewX CERT+ for Non-MS certificates and lifecycle management	Current
	Cohesity / Veritas	Cohesity Alta SAAS Protection (ASP)	Current
	ESRI	ArcGIS version 10.7.1 - ArcGIS System getting upgraded to 11.3 that is due for completion in July 2025.	Upgrading (no new requirements)
	IBM	IBM tape libraries for long term data retention	Current
	Microsoft	Defender for Office attack simulation and training	Current
		Microsoft Active Directory Certificate Services (ADCS) 2022	Current
		Microsoft Defender for Cloud	Current
		Microsoft Defender for Cloud Apps	Current
		Microsoft Purview Information Protection	Current
	Tenable	Tenable.IO (aka Tenable Vulnerability Management for WAS scans	Current
		Tenable.SC for vulnerability management	Current
	Veritas	Veritas Flex backup appliances for disk based backups	Current
		Veritas NetBackup 10.1	Current
	Veritas / Cohesity	Veritas Access appliances for long term data retention	Current
Server Management	ESRI	ArcGIS 10.7.1	Upgrading (no new requirements)
		ArcGIS 11.3.0	Future
	Microsoft	System Centre Suite 2016	Current
	SAP	SAP Solution Manager 7.2	Current
Server Virtual Machines	IBM	IBM Power Series 10 Virtual Machine	Current
	Microsoft	Microsoft Hyper -V	Current
	Oracle	Oracle Virtualbox 5 (minimum)	Current
Integration Methods	File Transfer	FTPS	Current
	Email	POP3 SMTP IMAP COAP	Current
	Rest SOAP	HTTPS/1 HTTPS/2 HTTPS/3 Web Sockets	Current
	Message Queue Pub-Sub	Kafka Protocol AMQP ZMTP MQTT Active MQ	Current
	Data Transfer	ODBC Oracle JDBC	Current
	Security Protocols	LDAPS OAuth 2.0 Open ID Connect (OIDC)	Current
	Runtime	Only the Open components of the Java Platform SE/EE must be used eg Open JDK	Current
	Spatial	GeoJSON	Current

The table below contains the Current SAP Solutions SAP instances to reflect the version and Service Pack details.

Table G.1.2 CCT Current SAP Solutions Versions and Service Pack Details

Technology Domain	Product Instances	Version Details	SP/Level
SAP- Enterprise Resource Planning	SAP ECC6.0	• SAP NetWeaver 7.4, • EHP7 for SAP ERP 6.0	• SP29 • SP26
	PSRM	• SAP NetWeaver 7.5	• SP 24
	Corp CRM	• SAP NetWeaver 7.5, • EHP4 for SAP CRM 7.0	• SP 22 • SP 17
	EPIC CRM	• SAP NetWeaver 7.5 • EHP4 for SAP CRM 7.0	• SP28 • SP21
	BW	• SAP BPC 11.1, FOR SAP BW/4HANA • BW4HANA	• SP12 • SP09

G.1.3 Minimum Network Standards

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

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

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

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

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

G.1.4 Minimum Desktop Hardware Standards

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

Table G.1.3 CCT Desktop Hardware Standards

Component	Standard
Processor	Intel® Core™ i5-8500
Memory	8GB
Chip Set	Q370 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
Windows Operating System	Windows 11 Professional Edition
Hard Drive	320GB HDD
Graphics	Intel HD 4600
Memory Slots	2

G.1.5 Mandatory and Compulsory Standards

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

a. IP protocol only on the network.

b. The use of Secure Transport Layer Security (TLS) version 1.2 between all application components.

c. Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.

d. Separate database and application server architecture.

e. ODBC or OLEDB connections between applications and databases.

f. Full relational database design, using stored procedures.

g. All DLLs must be wrapped as COM+ objects (preferably written in .NET).

h. Minimum requirement .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2.

i. Scheduled events via DTS on SQL Server.

j. Application security (i.e. user accounts) at the application or database level (not at the OS level).

k. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only).

l. Solution must function within a Microsoft Managed Environment.

m. PC thick clients must not function requiring administrative rights.

n. PC thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked-down managed personal computers.

o. Solution interfaces with SAP must be SAP architectural compliant (preferably certified).

p. All confidential data must be encrypted and comply with POPIA/GDPR standards where required.

q. No direct connections to the internet will be permitted. In the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy.

r. Outbound internet connections allowed via proxy only on HTTPS on port 443.

s. Webserver Software (Tomcat/Apache etc.) must have all vendor provided security patches to known CVEs applied.

t. All open source components / dependencies used by applications must comply will all/if any licensing requirements.

u. Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.

v. The City of Cape Town's IS&T password management Standard Operating Procedure to be adhered to where applicable.

w. The City of Cape Town's IS&T Network Access Standard Operating Procedure to be adhered to where applicable.

x. Ensure that industry best practises are followed regards to general Change and/or User Management processes.

y. Only the Open components of the Java Platform SE/EE must be used e.g. OpenJDK or licensing must be provided by the service provider.

G.1.6 Optional Preferred Standards

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

a. Application Solutions hosted on Microsoft Platforms.

b. Web applications rather than thick client/server applications.

c. If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI).

d. Application architecture to be modular, and –tiered.

e. Version control to be used for all application layers, and release management to include detailed release notes.

f. The ability to co-exist with other 3rd party applications on the same hardware.

g. 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.

h. Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises.

i. Java supported is per the following:

j. Primary - 100% Open JDK free version as latest as possible.

k. Tertiary - Only <1% devices to contain commercial Java flavour / Run Time (Oracle or any other commercial provider) vendor must submit as a line item e.g. Library application.

l. Java supported is per the following:

m. The City of Cape Town's preference is to use the latest Open JDK free version. At present, the City of Cape Town has Open JRE xxx installed on all windows machines in the path \\....... The Tenderer must be aware that the City of Cape Town will continually update the version of Open JDK to keep its cyber security posture up to date. As a supplier you are expected to do the same and the City of Cape Town will not be liable if you fall behind our Open JRE version levels.

n. Alternately, any commercial Java / Run Time (be it Oracle or any other commercial provider) can be used, as long as the vendor provides this commercial version as part of the cost of its tender submission. The onus is on the vendor to continually update their commercial version of Java in order to ensure that the City of Cape Town keeps its cyber security posture up to date. Any negative audit findings will be for the supplier account to remedy.

G.1.7 Unsupported Standards

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

a. Active X Controls – the managed desktop environment does not permit these.

b. Mapped Network Drives or UNC paths between workstations and application servers.

c. Mapped Network Drives between application/web/database servers.

d. Mapped Network Drives or UNC paths between workstations.

e. IP addressing - use DNS addressing instead.

f. Application and database on the same server.

g. Microsoft Access developed applications local or on a server.

h. Applications written in such a manner whereby usernames and password are embedded in the application code.

i. Thin client solutions such RDS and Terminal Servicer.

j. Oracle Java JDK or SE not supported.

CCT Data Access Specifications

G.2.1 Introduction

This schedule provides prospective Tenderers with technical CCT Data Strategy specifications.

The Data Strategy specifications must be read in conjunction with the CCT Information Technology (IT) standards and in itself cannot be deemed as the exclusive standards for the City.

G.2.2 Specifications

For Secured Network Accessible End Points to Production data the expectation is:

a. Production data will be available via a network accessible programmatic interface that is conformant to at least one of the following:

Paradigm	Protocols	Serialisation/Data Formats
REST SOAP OData (v4.01 or greater) GraphQL (October 2021)	HTTP/1 (IETF Datatracker - RFC7230) HTTP/2 (IETF Datatracker - RFC7540) HTTP/3 (draft-ietf-quic-http-34) WebSockets (RFC6455) COAP (IETF Datatracker - RFC7252)	JSON (IETF Datatracker - RFC8259) XML (W3 - Version 1.0, 1.1) YAML (YAML - Version 1.2) Protocol Buffer (Proto3 – Version 3.0) CAP'N Proto (capnp – Version 1.0)

b. Provide Application Programming Interface (API) documentation that completely describe the API's functionality covering the following:

I. guides, tutorials, examples and use cases;

II. encouraged – capturing the API specification in a formal specification language, such as the OpenAPI standards (https://www.openapis.org/) or TypeSpec (https://typespec.io/).

c. The APIs should make use of a single, standard CCT authentication and permission management regime, making use of multi-factor authentication where possible.

d. The APIs should be accessible by either a system or human user.