TENDER DOCUMENT GOODS AND SERVICES	CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT	

SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 1 of 47

TENDER NO: 92S/2023/24

TENDER DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

CONTRACT PERIOD: DATE OF COMMENCEMENT (NOT PRIOR TO 1 JULY 2025) UNTIL 30 JUNE 2031

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: **27 November 2023**

CLOSING TIME: **10:00 a.m.**

TENDER BOX NUMBER: **128**

TENDER FEE: **R 200**   Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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 CITY OFFICIALS AT TENDER OPENING		
1		
2		
3		

TABLE OF CONTENTS

VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	**27 October 2023**
SITE VISIT/CLARIFICATION MEETING	:	**Monday 13 November 2023 at 11:00 a.m.**
		(Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	
		https://meet.capetown.gov.za/mzingisi.mbuyazwe/V0ZQV55N

TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 92S/2023/34 – SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
		If the tender offer is too large to fit into the 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	**Name:** Alan Moon
	Email: Alan.Moon@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"

(2) CONDITIONS OF TENDER

2.1   General

2.1.1   Actions

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

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

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

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 the returnable documents are part of these Conditions of Tender.

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

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, <u>unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee</u>.

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

The CCT intends to appoint two tenderers per schedule (the highest ranked tenderer ("the winner") and in addition a second "alternative tenderer") for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a "winner-takes-all" basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner"), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderers).

The contract period shall be from the date of commencement (not prior to 1 July 2025) until 30 June 2031.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

Standby Bidder means a bidder, identified 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.

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 City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

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 City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
b)   An appeal must contain the following:
      i.   Must be in writing
      ii.   It must set out the reasons for the appeal
      iii.   It must state in which way the Appellant's rights were affected by the decision;
      iv.   It must state the remedy sought; and
      v.   It must be accompanied with a copy of the notification advising the person of the decision
c)   The relevant City appeal authority must 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, Corporate Services Directorate

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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, Corporate Services Directorate

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

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

Via fax at: 086 202 9982

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).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

2.1.6.7 Compliance to the City's Appeals Policy.

"In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious 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, to be attached as annexure 'B'. Alternatively, via EFT into the City's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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   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. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

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

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 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 to be completed);
c)   A copy of the partnership / joint venture / consortium agreement to be provided.
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 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 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 to be completed);
g)   The tenderer (including any of its 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, involved with the bid specification committee;
k)   A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
l)   The tenderer (including any of its 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 directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Additional eligibility criteria

To be declared responsive, tenderers MUST be authorised by the OEM or an Accredited Distributor to sell the goods, support and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be submitted with the tender document as follows:

a)   Should the tenderer be accredited by an OEM, proof of accreditation from the OEM MUST be submitted with the tender document, please append evidence in Schedule 13.

b)   Should the tenderer be accredited by an Accredited Distributor, the following document MUST be submitted with the tender, please append evidence in Schedule 13.
   • Proof of the Distributor's OEM accreditation by the OEM MUST be submitted with the tender document, and
   • Proof of accreditation / authorisation of the Tenderer by the Distributor MUST be submitted with the tender document.

Tenderers to note that failure to the accreditation by the closing date of the tender, will render the bid non-responsive.

2.2.1.1.4 Compulsory clarification meeting

Not Applicable

2.2.1.1.5   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.

Schedule A – Reverse Proxy

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.1	**Company experience Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting Reverse Proxy and/or Application Delivery Controller solutions. Please provide evidence of the number of years the tenderer has been actively providing the stated Reverse Proxy and/or Application Delivery Controller solutions to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details to your response in **Schedule 14A1 – Evidence to Functionality: 2.2.1.1.5.1**	• 0 to 1 year • > 1 to 4 years • > 4 to 6 years • > 6 to 8 years • > 8 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.2	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting Reverse Proxy and/or Application Delivery Controller solutions. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client.	• R0 • > R0 and < R2M • ≥ R2M and < R5M • ≥ R5M and < R10M • ≥ R10M and ≤ R25M • > R25M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	Scoring will be based on the cumulative value of the completed and projects in progress within the last 5 years. Please respond to this functionality requirement and provide reference letters as follows: - Letterhead - Signed by client - Project period - Project scope - Contact details - Project Value in **Schedule 14A2 – Evidence to Functionality: 2.2.1.1.5.2**			25 points
2.2.1.1.5.3	**Number of Reverse Proxy and/or Application Delivery Controller solutions.** Tenderer must demonstrate expertise and capability in areas of reverse proxy and/or Application Delivery Controller solutions for SAP/ Microsoft / GIS systems and indicate number of projects involving at least one project completed successfully within the last 5 years. Scoring will be based on the number of projects where Reverse Proxy and/or Application Delivery Controller solutions were delivered. Please respond to this functionality requirement and provide reference letters as follows: - Letterhead - Signed by client - Project period - Project scope - Contact details - Number of installations must align to project scope Please provide response in **Schedule 14A3 – Evidence to Functionality: 2.2.1.1.5.3**	0 projects 1 to 3 projects 4 to 7 projects 8 to 11 projects 12+ projects	0 points 10 points 15 points 20 Points 25 Points	25 points
2.2.1.1.5.4	**Comparable Project / Client**		0 points	25 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	Tenderers must show where Reverse Proxy and/or Application Delivery Controller solution(s) have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Please identify the client and indicate the complexity of the organisation by identifying the scope of the project which was implemented within the last 5 years. For the purposes of scoring, an acceptable Comparable Project/ Client must have had complex workloads managed. Demonstrate the complexity of the impementation with a focus on multiple technologies being served concurrently. E.g. multiple of Microsoft, SAP, Kubernetes, custom applications, websites, SharePoint etc. A Project/ Client with homogeneous or single technology workloads will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details Please respond to this functionality requirement and provide evidence to your response in **Schedule 14A4 – Evidence to Functionality: 2.2.1.1.5.4.**	• 0 clients • 1 to 3 clients • > 3 to 5 clients • > 5 to 7 clients • > 7 to 9 clients • > 9 clients	• 5 points • 10 points • 15 points • 20 points • 25 points	
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule A

Schedule B – Vulnerability Management

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.5	**Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting vulnerability management solutions. Please provide evidence of the number of years the tenderer has been actively providing the stated vulnerability management solutions to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • Number of years and provide evidence to your response in **Schedule 14B1 – Evidence to Functionality: 2.2.1.1.5.5**	• 0 to 1 years • > 1 to 3 years • > 3 to 5 years • > 5 to 8 years • > 8 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.6	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting vulnerability management licensing and services. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value of the projects completed within the last 5 years.	• up to R1M • >R1M to R2M • > R2M to R5M • > R5M to R10M • > R10M to R15M • > R15M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • Project value and provide evidence to your response in **Schedule 14B2 – Evidence to Functionality: 2.2.1.1.5.6**			
2.2.1.1.5.7	**Number of vulnerability management projects** Tenderer must have demonstrated the ability to install, manage and support a vulnerability management toolset and deliver vulnerability management services to clients and indicate number of installations involving at least one project completed successfully in the last five years. Scoring will be based on the number of projects where vulnerability management solutions were delivered. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of projects and provide evidence to your response in **Schedule 14B3 – Evidence to Functionality: 2.2.1.1.5.7**	• 0 projects • 1 to 5 projects • 6 to 8 projects • 8 to 10 projects • > 10 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.8	**Comparable Project / Client** Tenderers must show where vulnerability management solution(s) have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as	• 0 clients • 1 to 3 clients • 4 to 6 clients • 7 to 9 clients • 10 to 12 clients • > 12 clients	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	indicated in the specifications of this tender document. Please identify the client and indicate the size of the organisation by identifying the number of IP addresses and/or appliction s being assessed and reported upon which has been implemented within the last 5 years. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 1000 IP addresses and/or applications being assessed. A Project/ Client with less than 1000 IP addresses and/or applications will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of clients and provide evidence to your response in **Schedule 14B4 – Evidence to Functionality: 2.2.1.1.5.8**			
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule B

Schedule C – Security Incident and Event Management (SIEM) with Security Operations Centre (SOC) services

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.9	**Company experience Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting SIEM with SOC services and solutions. Please provide evidence of the number of years the tenderer has been actively providing both the stated SIEM with SOC services and solutions to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14C1 – Evidence to Functionality: 2.2.1.1.5.9**	• 0 to 1 years • > 1 to 3 years • > 3 to 5 years • > 5 to 8 years • > 8 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.10	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects in implementing, maintaining and supporting both SIEM with SOC services and solutions. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value of the completed and projects in progress within the last 5 years. Please respond to this functionality requirement and provide reference letters as follows:	• up to R5M • > R5M to R10M • > R10M to R15M • > R15M to R25M • > R25M to R50M • > R50M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

	• Letterhead • Signed by client • Project period • Project scope • Contact details • Project value and provide evidence to your response in **Schedule 14C2 – Evidence to Functionality: 2.2.1.1.5.10**			
2.2.1.1.5.11	**Number of SIEM with SOC services and solutions.** Tenderer must demonstrate expertise and capability in areas of both SIEM with SOC services and solutions and indicate number of projects completed successfully within the last 5 years. Scoring will be based on the number of projects where both SIEM with SOC services and solutions were completed, and projects in progress. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of projects and provide evidence to your response in **Schedule 14C3 – Evidence to Functionality: 2.2.1.1.5.11**	• 0 projects • 1 to 3 projects • 4 to 6 projects • 7 to 10 projects • > 10 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.12	**Comparable Project / Client** Tenderers must show where both SIEM with SOC services and solution(s) have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Please identify the client and indicate the size of the organisation by identifying	• 0 clients • 1 to 3 clients • 4 to 6 clients • 7 to 10 clients • 11 to 13 clients • > 13 clients	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

	the types of heterogenous workloads reporting to SIEM and where SOC services were provided and implemented within the last 5 years, or implementation is in progress.
	
	For the purposes of scoring, an acceptable comparable project/ client must have must have complex heterogeneous workloads sending logs to SIEM, and where SOC services are provided. i.e. multiple security events from e.g. firewalls, anti-malware, Active Directory logs, vulnerability management, database activity, switches, and routers, Microsoft 365, CASB etc.
	
	A Project/ Client with homogeneous workloads will therefore not be scored. Single workloads being ingested into SIEM are therefore not scored.
	
	Please respond to this functionality requirement and provide reference letters as follows:
	    • Letterhead
	    • Signed by client
	    • Project period
	    • Project scope
	    • Contact details
	    • No. of clients
	
	and provide evidence to your response in **Schedule 14C4 – Evidence to Functionality: 2.2.1.1.5.12**		

Total			100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule C

Schedule D – Data Loss Prevention

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.13	**Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting Data Loss Prevention solutions. Please provide evidence of the number of years the tenderer has been actively providing the stated data loss prevention solutions to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of years and provide evidence to your response in **Schedule 14D1 – Evidence to Functionality: 2.2.1.1.5.13**	• 0 years • > 0 to 3 years • > 3 to 5 years • > 5 to 8 years • > 8 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.14	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting data loss prevention solutions The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope	• R0 • > R0 to R500,000 • > R500,000 to R1M • > R1M to R2M • > R2M to R5M • > R5M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	• Contact details • Project value and provide evidence to your response in **Schedule 14D2 – Evidence to Functionality: 2.2.1.1.5.14**			
2.2.1.1.5.15	**Number of data loss prevention solutions projects** Tenderer must demonstrate expertise and capability in areas of endpoint data loss prevention solutions for Microsoft based and Cloud systems and indicate number of installations completed successfully in the last 5 years. Scoring will be based on the number of projects where data loss prevention solutions were delivered. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of projects and provide evidence to your response in **Schedule 14D3 – Evidence to Functionality: 2.2.1.1.5.15**	• 0 projects • 1 to 2 projects • 3 to 4 projects • 5 to 7 projects • > 8 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.16	**Comparable Project / Client** Tenderers must show where data loss prevention solution(s) have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Please identify the client and indicate the size of the organisation by identifying the number of endpoints	• 0 clients • 1 to 2 clients • 3 to 4 clients • 5 to 6 clients • 7 to 8 clients • > 8 clients	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	protected which have been implemented within the last 5 years. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 1000 endpoints protected . A Project/ Client with less 1000 endpoints protected will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of clients • No. of endpoints and provide evidence to your response in **Schedule 14D4 – Evidence to Functionality: 2.2.1.1.5.16**			
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule D

Schedule E – Anti-malware extended detection and response solutions

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.17	**Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting anti-malware extended detection and response solutions. Please provide evidence of the number of years the tenderer has been actively providing the stated anti-malware extended detection and response solutions to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14E1 – Evidence to Functionality: 2.2.1.1.5.17**	• 0 years • > 0 to 3 years • > 3 to 5 years • > 5 to 8 years • > 8 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.18	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting anti-malware extended detection and response solutions. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client	• R0 • > R0 to R500,000 • > R500,000 to R1M • > R1M to R2M • > R2M to R5M • > R5M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	• Project period • Project scope • Contact details • Project value and provide evidence to your response in **Schedule 14E2 – Evidence to Functionality: 2.2.1.1.5.18**			
2.2.1.1.4.19	**Number of anti-malware extended detection and response solutions** Tenderer must demonstrate expertise and capability in areas of anti-malware extended detection and response solutions solutions for servers, workstations, IAAS and SAAS, and indicate number of installations. Scoring will be based on the number of installations where anti-malware extended detection and response solutions were delivered. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 3000 endpoints protected . A Project/ Client with less than 3000 endpoints protected will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of endpoints and provide evidence to your response in **Schedule 14E3 – Evidence to Functionality: 2.2.1.1.5.19**	• 0 projects • 1 to 5 projects • 6 to 8 projects • 9 to 10 projects • > 10 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.20	**Comparable Projects / Clients** Tenderers must show where anti-malware extended detection and response solution(s) have	• 0 clients • 1 to 3 clients • 4 to 6 clients • 7 to 9 clients • 10 to 12 clients	• 0 points • 5 points • 10 points • 15 points • 20 points	25 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Please identify the client and indicate the size of the organisation by identifying the number of endpoints protected implemented within the last 5 years. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 3000 endpoints protected . A Project/ Client with less than 3000 endpoints protected will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of endpoints and provide evidence to your response in **Schedule 14E4 – Evidence to Functionality: 2.2.1.1.5.20**	• > 12 clients	• 25 points	
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule E

Schedule F – Security Assessments services

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.21	**Number of years in the Industry:** Tenderer to demonstrate knowledge and experience performing security assessments or penetration tests Please provide evidence of the number of years the tenderer has been actively providing the stated security assessments services to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14F1 – Evidence to Functionality: 2.2.1.1.5.21**	• 0 years • > 0 to 3 years • > 3 to 5 years • > 5 to 8 years • > 8 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.22	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in providing security assessments services. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value of the projects completed. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope	• R0 • > R0 to R1M • > R1M to R2M • > R2M to R5M • > R5M to R10M • > R10M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	• Contact details • Project value and provide evidence to your response in **Schedule 14F2 – Evidence to Functionality: 2.2.1.1.5.22**			
2.2.1.1.5.23	**Number of security assessments services** Tenderer must demonstrate expertise and capability in areas of security assessments services solutions for SAP Portal, Microsoft SharePoint, Microsoft Active Directory, and Cloud systems and indicate number of projects completed successfully. Scoring will be based on the number of projects where security assessments services were delivered. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14F3 – Evidence to Functionality: 2.2.1.1.5.23**	• 0 projects • 1 to 5 projects • 6 to 8 projects • 9 to 10 projects • > 10 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.24	**Comparable Project / Client** Tenderers must show where security assessments services have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Please identify the client and the number of assessments performed within the last 5 years.	• 0 clients • 1 to 3 clients • 4 to 6 clients • 7 to 9 clients • 10 to 12 clients • > 12 clients	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	For the purposes of scoring, an acceptable Comparable Project/ Client must have had at least Microsoft and/or SAP based technologies assessed. A Project/ Client must possess at least SAP Portal, or Microsoft SharePoint, or Microsoft Active Directory and Cloud systems or will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14F4 – Evidence to Functionality: 2.2.1.1.5.24**			
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule F

Schedule G – Cloud Access Service Broker

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.25	**Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting Cloud Access Service Broker solutions. Please provide evidence of the number of years the tenderer has been actively providing the stated Cloud Access Service Broker solutions to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14G1 – Evidence to Functionality: 2.2.1.1.5.25**	• 0 years • > 0 to 1 years • > 1 to 3 years • > 3 to 5 years • > 5 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.26	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting Cloud Access Service Broker solutions. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value of the projects completed. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead	• R0 • > R0 to R500,000 • > R500,000 to R1M • > R1M to R2M • > R2M to R5M • > R5M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	• Signed by client • Project period • Project scope • Contact details • Project value and provide evidence to your response in **Schedule 14G2 – Evidence to Functionality: 2.2.1.1.5.26**			
2.2.1.1.5.27	**Number of Cloud Access Service Broker projects** Tenderer must demonstrate expertise and capability in areas of Cloud Access Service Broker solutions. One or more of the following Cloud solutions should be integrated: Productivity solutions, Identity Provider solutions, and Human Capital management solutions and indicate number of projects completed successfully. Scoring will be based on the number of installations where Cloud Access Service Broker solutions were delivered. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14G3 – Evidence to Functionality: 2.2.1.1.5.27**	• 0 projects • 1 to 3 projects • 4 to 6 projects • 7 to 9 projects • > 9 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.28	**Comparable Project / Client** Tenderers must show where Cloud Access Service Broker solution(s) have been implemented within the last 5 years, with scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document.	• 0 clients • 1 client • 2 clients • 3 clients • 4 to 5 clients • > 6 clients	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

Item	Functionality criteria	**Evaluation Criteria**	Scoring	Weight
	Please identify the client and indicate the size of the organisation by identifying the applications or solutions integrated via the Cloud Access Service Broker solution within the last 5 years. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of Productivity and Identity Provider solutions integrated. A Project/ Client without both Productivity and Identity Provider solutions integrated will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14G4 – Evidence to Functionality: 2.2.1.1.5.28**			
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule G

Schedule H – Security awareness training platform

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
2.2.1.1.5.29	**Number of years in the Industry:** Tenderer to demonstrate knowledge and experience implementing, maintaining and supporting Security awareness training platforms. Please provide evidence of the number of years the tenderer has been actively providing the stated Security awareness training platform to their client base. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14H1 – Evidence to Functionality: 2.2.1.1.5.29**	• 0 years • > 0 to 1 years • > 1 to 3 years • > 3 to 5 years • > 5 years	• 0 points • 5 points • 10 points • 20 points • 30 points	30 points
2.2.1.1.5.30	**Previous Implementation Project Value** Tenderer to demonstrate credibility with projects similar to the scope as required by the City in implementing, maintaining and supporting Security awareness training platforms. The tenderer must submit a list of successfully completed project(s) within the last 5 years, showing the value of the project and the client. Scoring will be based on the cumulative value of the projects completed. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client	• R0 • > R0 to R1M • > R1M to R2M • > R2M to R5M • > R5M to R10M • > R10M	• 0 points • 3 points • 5 points • 10 points • 15 points • 20 points	20 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	• Project period • Project scope • Contact details • Project value and provide evidence to your response in **Schedule 14H2 – Evidence to Functionality: 2.2.1.1.5.30**			
2.2.1.1.5.31	**Number of Security awareness training platform projects** Tenderer must demonstrate expertise and capability in Security awareness training platform and indicate number of implementations completed successfully. Scoring will be based on the number of implementations where security awareness training platform solutions were delivered. For the purposes of scoring, an acceptable Comparable Project/ Client must have had a minimum of 1000 computer users trained and assessed. A Project/ Client with less than 1000 computer users trained and assessed will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details • No. of endpoints and provide evidence to your response in **Schedule 14H3 – Evidence to Functionality: 2.2.1.1.5.31**	• 0 projects • 1 to 5 projects • 6 to 8 projects • 8 to 10 projects • > 10 projects	• 0 points • 10 points • 15 points • 20 Points • 25 Points	25 points
2.2.1.1.5.32	**Comparable Project / Client** Tenderers must show where Security awareness training platform projects have been implemented within the last 5 years, with	• 0 clients • 1 to 3 clients • 4 to 6 clients • 7 to 9 clients • 10 to 12 clients • > 12 clients	• 0 points • 5 points • 10 points • 15 points • 20 points • 25 points	25 points

Item	Functionality criteria	Evaluation Criteria	Scoring	Weight
	scope and clients comparable to the scope and requirements of the City of Cape Town as indicated in the specifications of this tender document. Please identify the client and indicate the size of the organisation by identifying the number of staff trained per client within the last 5 years. For the purposes of scoring, an acceptable Comparable Project/ Client must have had at least 1000 staff trained and assessed via the security awareness training platform. A Project/ Client with less than 1000 staff trained and assessed will therefore not be scored. Please respond to this functionality requirement and provide reference letters as follows: • Letterhead • Signed by client • Project period • Project scope • Contact details and provide evidence to your response in **Schedule 14H4 – Evidence to Functionality: 2.2.1.1.5.32**			
Total				100

The minimum qualifying score for functionality is 60 out of a maximum of 100 for Schedule H

Where the entity tendering is a Joint Venture the tender 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

N/A

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

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

2.2.5   Reference documents

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

2.2.6   Acknowledge and comply with notices

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

2.2.7   Clarification meeting

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

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

2.2.8   Seek clarification

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

2.2.9   Pricing the tender offer

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

2.2.10   Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT 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 tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

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

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

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

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

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

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

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

2.2.12   Submitting a tender offer

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

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

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

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

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

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

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

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender condition/s.

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

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 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.

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

2.2.13   Information and data to be completed in all respects

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

2.2.14   Closing time

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

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

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

2.2.15   Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City 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 and administrative processes and upon approval by the City Manager.

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

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

b)   the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due 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.

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

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

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

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

2.2.17   Provide other material

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

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:
a)   audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
b)   a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
c)   particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
d)   a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

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

2.2.18   Samples, Inspections, tests and analysis

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

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

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

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:

2.2.19.2   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. The tenderer must also provide 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 Clearance Certificate / PIN.

Before making an award the City 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 City, 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 City via CSD or e-Filing. The City 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

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.

2.3   The CCT's undertakings

2.3.1   Respond to requests from the tenderer

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

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

2.3.2   Issue Notices

If necessary, 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 Employer 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, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

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

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

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

2.3.5   Non-disclosure

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

2.3.6   Grounds for rejection and disqualification

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

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

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 (Part 5)**:
   • based on the sum of the prices/rates in relation to a typical project/job.

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 over 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:

#	Specific goals allocated points	Preference Points (90/10) *Above R50 mil*	Evidence
	Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of		
1	***Gender are women (ownership)**** *>75% - 100% women ownership: 3 points* *>50% - 75% women ownership: 2 points* *>25% - 50% women ownership: 1.5 points* *>0% - 25% women ownership: 0.5 points* *0% women ownership = 0 points*	3	• Company Registration Certification • Central Supplier Database report
2	***Race are black persons (ownership)**** *>75% - 100% black ownership: 3 points* *>50% - 75% black ownership: 2 points* *>25% - 50% black ownership: 1.5 points* *>0% - 25% black ownership: 0.5 points* *0% black ownership = 0 points*	3	• B-BBEE certificate; • Company Registration Certification • Central Supplier Database report
3	***Disability are disabled persons (ownership)**** *WHO disability guideline* *>2% ownership: 1 point* *>0% - 2% ownership: 0.5 point* *0% ownership = 0 points*	1	• Proof of disability • Company Registration Certification
	Reconstruction and Development Programme (RDP) as published in Government Gazette		
4	***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*	3	• B-BBEE status level of contributor; • South African owned enterprises; • Financial Statement to determine annual turnover
	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 City'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 employer'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 employer, to perform the contract free of conflicts of interest.

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

2.3.12.4 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 City as a result of (inter alia):

a)   reports of poor governance and/or unethical behaviour;
b)   association with known family of notorious individuals;
c)   poor performance issues, known to the City;
d)   negative social media reports; and
e)   adverse assurance (e.g. due diligence) report outcomes.

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 DOCUMENT GOODS AND SERVICES	CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT	

SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 48 of 135

TENDER NO: 92S/2023/24

TENDER DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

CONTRACT PERIOD: DATE OF COMMENCEMENT (NOT PRIOR TO 1 JULY 2025) UNTIL 30 JUNE 2031

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor   ☐ Close Corporation   ☐ Company

☐ Partnership or Joint Venture or Consortium   ☐ Trust   ☐ Other: ………......………..…………

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
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	
City of Cape Town 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 havea 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

(4) FORM OF OFFER AND ACCEPTANCE

TENDER NO: 92S/2023/24 – SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* **("the tenderer")**	
Trading as (if different from above)	

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

_____

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

_____

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

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.

_____
Signature(s)

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

_____
Date

INITIALS OF CITY OFFICIALS		
1	2	3

48

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO: 92S/2023/24 – SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

Schedule of Deviations

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

1 Subject . . . .

   Details . . . .

   . . . .

   . . . .

   . . . .

2 Subject . . . .

   Details . . . .

   . . . .

   . . . .

   . . . .

3 Subject . . . .

   Details . . . .

   . . . .

   . . . .

   . . . .

4 Subject . . . .

   Details . . . .

   . . . .

   . . . .

   . . . .

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

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

(5) PRICE SCHEDULE

Pricing Instructions:

5.1   State the rates and prices in Rand unless instructed otherwise in the tender conditions.

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

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

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

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

5.6   The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate 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 Employer 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.

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"

Schedule A: Reverse Proxy - Pricing

For your proposed solution the following solution guidelines must be taken into account when defining the Reverse Proxy solution and each stated requirement / guideline must be reflected in your pricing response or specifically stated if omitted from pricing or if included at no additional costs as part of your total offering:

1.   Price as per below tables.

2.   Price table A5 if you are offering an alternative solution to the existing Citrix ADC and ADM solutions. There are 200 current services that must be fully migrated, with types of services listed as per specifications.

3.   Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an <u>annual</u> basis.

4.   Ad hoc labour costs will be considered for evaluation purposes.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
Citrix or equivalent	

A1	Citrix Reverse Proxy Solution or equivalent			
	Required Item / Description of Item	Part number	Supplier OEM Price (Excl. VAT)	Mark-up Percentage (%)
A1.1	1 Year Citrix ADC Pooled Capacity On Premise Subscription		R	
A1.2	3 Year Citrix ADC Pooled Capacity On Premise Subscription		R	
A1.3	Citrix Application Delivery Management (per vServer)		R	
A1.4	ADC MPX Starter Pool ADC MPX Starter Pool for 9100Z, Advanced Edition with 10G		R	
A1.5	ADC MPX Zero Capacity HW		R	
A1.6	RMA for ADC MPX Zero Cap HW		R	
A1.7	Citrix ADC FRU Power Supply, 450W AC Module, 5900 / 8900 / SD-WAN 2100 Series		R	
A1.8	Citrix ADC SFP+ 10 Gigabit Ethernet Short Range (300m) - Single		R	

A2	Training or equivalent solution			
	Required Item / Description of Item	Part number	Supplier OEM Price (Excl. VAT)	Mark-up Percentage (%)
A2.1	Citrix ADC 13.x Essentials and Traffic Management or equivalent		R	

INITIALS OF CITY OFFICIALS		
1	2	3

A3	**Labour Costs – ad hoc**							
	Services / Resource Description	**Unit**	**Price Year 1 (Excl VAT)**	**Price Year 2 (Excl VAT)**	**Price Year 3 (Excl VAT)**	**Price Year 4 (Excl VAT)**	**Price Year 5 (Excl VAT)**	**Price Year 6 (Excl VAT)**
A3.1	Project Manager	Per Hour	R	R	R	R	R	R
A3.2	Architect	Per Hour	R	R	R	R	R	R
A3.3	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R

A4	**Service Level Agreement**						
	SLA Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
A4.1	As per SLA	R	R	R	R	R	R

A5	**Project Services**						
	Services	**Price Year 1 (Excl VAT)**	**Price Year 2 (Excl VAT)**	**Price Year 3 (Excl VAT)**	**Price Year 4 (Excl VAT)**	**Price Year 5 (Excl VAT)**	**Price Year 6 (Excl VAT)**
A5.1	Planning services	R	R	R	R	R	R
A5.2	Project management services	R	R	R	R	R	R
A5.3	Implementation services	R	R	R	R	R	R
A5.4	Migration services	R	R	R	R	R	R

Schedule B - Vulnerability Management

Pricing provided must be for a fully working and licensed product. Provide options and fully explain alternatives. Products must be able to integrate into the existing environment. Any ambiguity must be explained as part of the pricing provided. Where additional licenses or modules are recommended to enhance protection, indicate as recommended and not part of the base product. This approach will assist in comparing various technologies.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

1. Price as per below tables.

2. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an <u>annual</u> basis.

3. Ad hoc labour costs will be considered for evaluation purposes.

4. Failure to provide pricing for each component of the solution will render the tender nonresponsive, unless the functionality has been included elsewhere within the <u>same</u> section. Do not leave any component blank; an explanation <u>must</u> be provided.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
Tenable or equivalent	

INITIALS OF CITY OFFICIALS		
1	**2**	**3**

B1	Tenable Vulnerability Management Solution or equivalent			
	Required Item / Description of Item	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
B1.1	Tenable.SC - On Premise or Cloud – 4096 Hosts - Scanner(s) Included - Annual Subscription or equivalent		R	
B1.2	Tenable.IO Web Application Scanner or equivalent		R	

B2	Training or equivalent solution			
	Required Item / Description of Item	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
B2.1	Tenable.SC or equivalent		R	
B2.2	Tenable.IO Web Application Scanner or equivalent		R	

B3	Labour Costs – ad hoc							
	Services / Resource Description	Unit	Price Year 1 (Excl. VAT)	Price Year 2 (Excl. VAT)	Price Year 3 (Excl. VAT)	Price Year 4 (Excl. VAT)	Price Year 5 (Excl. VAT)	Price Year 6 (Excl. VAT)
B3.1	Project Manager	Per Hour	R	R	R	R	R	R
B3.2	Architect	Per Hour	R	R	R	R	R	R
B3.3	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R

B4	Service Level Agreement						
	SLA Description	Annual Rate Year 1 (Excl. VAT)	Annual Rate Year 2 (Excl. VAT)	Annual Rate Year 3 (Excl. VAT)	Annual Rate Year 4 (Excl. VAT)	Annual Rate Year 5 (Excl. VAT)	Annual Rate Year 6 (Excl. VAT)
B4.1	As per SLA	R	R	R	R	R	R

Schedule C - SIEM with SOC services

Pricing provided must be for a fully working and licensed product. Provide options and fully explain alternatives. Products must be able to integrate into the existing environment. Any ambiguity must be explained as part of the pricing provided. Where additional licenses or modules are recommended to enhance protection, indicate as recommended and not part of the base product. This approach will assist in comparing various technologies.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

1. Price as per below tables.

2. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an <u>annual</u> basis.

3. Ad hoc labour costs will be considered for evaluation purposes.

4. Failure to provide pricing for each component of the solution will render the tender nonresponsive, unless the functionality has been included elsewhere within the <u>same</u> section. Do not leave any component blank; an explanation <u>must</u> be provided.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
Trellix or equivalent	

C1	SIEM platform or equivalent			
No	**Required Item / Description of Item**	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
C1.1	McAfee Enterprise Security Manager 5700 1Yr BZ+NBD or equivalent	ETM5700NBDA	R	
C1.2	McAfee Advanced Correlation Engine 2650 1Yr BZ+NBD or equivalent	ACE2650NBDA	R	
C1.3	McAfee Enterprise Log Manager 5700 1Yr BZ+NBD or equivalent	ELM5700NBDA	R	
C1.4	McAfee Event Receiver 2650 1Yr BZ+NBD or equivalent	ERC2650NBDA	R	
C1.5	McAfee GTI for ETM-5700 1:1BZ or equivalent	GTEETM5700GIEAD-AA	R	
C1.6	Trellix Enterprise Security Manager 6075 or equivalent		R	
C1.7	ESM Business Software Support & Onsite Next Business Day Hardware Support or equivalent		R	
C1.8	Trellix Enterprise Log Manager 6075 or equivalent		R	
C1.9	ELM Business Software Support & Onsite Next Business Day Hardware Support or equivalent		R	
C1.10	Trellix Advanced Correlation Engine SSD-6 or equivalent		R	
C1.11	ACE Business Software Support & Onsite Next Business Day Hardware Support or equivalent		R	
C1.12	Trellix Event Receiver 3575 or equivalent		R	
C1.13	ERC Business Software Support & Onsite Next Business Day Hardware Support or equivalent		R	
C1.14	Trellix Global Threat Intelligence (Module for ESM) - ETM-6075 Appliance or equivalent		R	

C2	Labour costs – ad hoc							
	Services / Resource Description	**Unit**	**Price Year 1 (Excl VAT)**	**Price Year 2 (Excl VAT)**	**Price Year 3 (Excl VAT)**	**Price Year 4 (Excl VAT)**	**Price Year 5 (Excl VAT)**	**Price Year 6 (Excl VAT)**
C2.1	Project Manager	Per Hour	R	R	R	R	R	R
C2.2	Architect	Per Hour	R	R	R	R	R	R
C2.3	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R
C2.4	Digital Forensics and Incident Response	Per Hour	R	R	R	R	R	R

C3	SOC Services						
	Services Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
C3.1	SOC as a service 8 x 5 – monitoring, alerting and reporting	R	R	R	R	R	R
C3.2	SOC as a service 24 x 7 - – monitoring, alerting and reporting	R	R	R	R	R	R
C3.3	Incident response retainer 8 x 5	R	R	R	R	R	R
C3.4	Incident response retainer 24 x 7	R	R	R	R	R	R

C4	SIEM Services – City owned SIEM						
	Services Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
C4.1	SIEM platform administration for City owned SIEM	R	R	R	R	R	R

C5	**SIEM Services – Cloud SIEM provided by service provider**						
	Services Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
C5.1	SIEM as a Service for Cloud SIEM to be provided by service provider	R	R	R	R	R	R

C6	**SOAR Services**						
	Services Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
C6.1	SOAR as a service 8 x 5	R	R	R	R	R	R
C6.2	SOAR as a service 24 x 7	R	R	R	R	R	R

C7	**Service Level Agreement**						
	SLA Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
C7.1	SLA for City managed SIEM	R	R	R	R	R	R
C7.2	SLA for service provider managed SIEM	R	R	R	R	R	R
C7.3	SLA for SOAR services	R	R	R	R	R	R

C8	Training or equivalent			
	Required Item / Description of Item	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
C8.1	SIEM beginner		R	
C8.2	SIEM intermediate		R	
C8.3	SIEM advanced		R	

Schedule D - Data Loss Prevention

Pricing must be offered to provide services to support, maintain and expand the Data Loss Prevention solution licensed as part of the Microsoft 365 E5 licensing.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

Pricing guidelines

1. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. Year 1 SLA amounts must be provided on a <u>monthly</u> basis as the start date for the contract has not yet to be determined. During the evaluation process, the Bid Evaluation Committee may be able to identify the planned contract start date and calculate the appropriate SLA amount for the remaining financial year e.g. 6 months. Year 2 and 3 SLA amounts must be provided on an <u>annual</u> basis. If necessary, during evaluation the Bid Evaluation Committee may also divide the Year 2 and 3 amounts by 12, in order to determine the appropriate monthly cost.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
Microsoft	

D1	Labour costs – ad hoc							
	Services / Resource Description	**Unit**	**Price Year 1 (Excl VAT)**	**Price Year 2 (Excl VAT)**	**Price Year 3 (Excl VAT)**	**Price Year 4 (Excl VAT)**	**Price Year 5 (Excl VAT)**	**Price Year 6 (Excl VAT)**
D1.1	Project Manager	Per Hour	R	R	R	R	R	R
D1.2	Architect	Per Hour	R	R	R	R	R	R
D1.3	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R

D2	Service Level Agreement						
	SLA Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
D2.1	As per relevant SLA	R	R	R	R	R	R

D3	Managed Services						
	Services Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
D3.1	Managed service to operate the Enterprise Data Loss Prevention platform 8 x 5 business hours only	R	R	R	R	R	R

D4	Training			
	Required Item / Description of Item	**Part number**	**OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
D4.1	Administrator		R	
D4.2	Advanced Administrator		R	

Schedule E - Anti-malware

Pricing must be offered to provide services to support, maintain and expand the anti-malware solution licensed as part of the Microsoft 365 E5 licensing.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

1. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an <u>annual</u> basis.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
Microsoft	

E1	Labour costs – ad hoc							
	Services / Resource Description	Unit	Price Year 1 (Excl VAT)	Price Year 2 (Excl VAT)	Price Year 3 (Excl VAT)	Price Year 4 (Excl VAT)	Price Year 5 (Excl VAT)	Price Year 6 (Excl VAT)
E1.1	Project Manager	Per Hour	R	R	R	R	R	R
E1.2	Architect	Per Hour	R	R	R	R	R	R
E1.3	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R

E2	Service Level Agreement						
	SLA Description	Annual Rate Year 1 (Excl VAT)	Annual Rate Year 2 (Excl VAT)	Annual Rate Year 3 (Excl VAT)	Annual Rate Year 4 (Excl VAT)	Annual Rate Year 5 (Excl VAT)	Annual Rate Year 6 (Excl VAT)
E2.1	As per relevant SLA	R	R	R	R	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule F - Security assessment services

Pricing provided must be for a complete project as stipulated. Any ambiguity must be explained as part of the pricing provided.

Provide pricing for all below projects

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

1. Price as per below tables.

2. Ad hoc labour costs will be considered for evaluation purposes.

3. Failure to provide pricing for each component of the solution will render the tender nonresponsive, unless the functionality has been included elsewhere within the same section. Do not leave any component blank; an explanation must be provided.

Sections provided are an indication of anticipated requirements.

Pricing

1. SAP Portal Project: Provide cost for assessments of a SAP Portal project including application and related infrastructure. These include 4 public IP addresses as per below breakdown:
    a. SAP Router – 1 IP address
    b. SAP Portal – 1 IP address with 2 related web applications
    c. SAP PO – 1 IP address with 1 related web application
    d. SAP FTP server – 1 IP address

2. Microsoft SharePoint project: Provide cost for assessments of a Microsoft SharePoint project including application and related infrastructure. These include 2 public IP addresses and 30 web applications as per below breakdown:
    a. www.capetown.gov.za – 1 IP address with 1 web application
    b. Web1.capetown.gov.za – 1 IP address with 29 web applications

3. Microsoft Active Directory project: Provide cost for assessments of a Microsoft Active Directory project including application and related infrastructure.
    a. Assume one forest
    b. Assume three resource domains

4. Bidders are at a minimum to provide:

    a. Security assessment as required using automated and manual methods.

    b. Draft detailed report for review, including draft findings, actionable recommendations and proposed root causes.

    c. Executive overview presentation to be physically presented at the IS & T offices, 4th floor Podium, Cape Town Civic Centre, 12 Hertzog Boulevard, Cape Town or alternate City offices within the boundaries of the City of Cape Town. Alternatively the presentation may be virtual.

    d. Final detailed report, including findings, actionable recommendations and root causes.

F1	SAP Portal Project						
	Services / Resource Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
F1.1	Security assessment	R	R	R	R	R	R
F1.2	Draft detailed report	R	R	R	R	R	R
F1.3	Executive overview presentation	R	R	R	R	R	R
F1.4	Final detailed report	R	R	R	R	R	R

F2	Microsoft SharePoint project						
	Services / Resource Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
F2.1	Security assessment	R	R	R	R	R	R
F2.2	Draft detailed report	R	R	R	R	R	R
F2.3	Executive overview presentation	R	R	R	R	R	R
F2.4	Final detailed report	R	R	R	R	R	R

F3	Microsoft Active Directory project						
	Services / Resource Description	**Annual Rate Year 1 (Excl VAT)**	**Annual Rate Year 2 (Excl VAT)**	**Annual Rate Year 3 (Excl VAT)**	**Annual Rate Year 4 (Excl VAT)**	**Annual Rate Year 5 (Excl VAT)**	**Annual Rate Year 6 (Excl VAT)**
F3.1	Security assessment	R	R	R	R	R	R
F3.2	Draft detailed report	R	R	R	R	R	R
F3.3	Executive overview presentation	R	R	R	R	R	R
F3.4	Final detailed report	R	R	R	R	R	R

F4	Labour costs – ad hoc							
	Services / Resource Description	**Unit**	**Price Year 1 (Excl VAT)**	**Price Year 2 (Excl VAT)**	**Price Year 3 (Excl VAT)**	**Price Year 4 (Excl VAT)**	**Price Year 5 (Excl VAT)**	**Price Year 6 (Excl VAT)**
F4.1	Project Manager	Per Hour	R	R	R	R	R	R
F4.2	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule G - Cloud Access Service Broker

Pricing must be offered to provide services to support, maintain and expand the Cloud Access Service Broker and related Cloud Security products licensed as part of the Microsoft 365 E5 licensing.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

Solution guidelines

1. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an <u>annual</u> basis.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status
Microsoft	

G1	Labour costs – ad hoc							
	Services / Resource Description	Unit	Year 1 (Excl. VAT)	Year 2 (Excl. VAT)	Year 3 (Excl. VAT)	Year 4 (Excl. VAT)	Year 5 (Excl. VAT)	Year 6 (Excl. VAT)
G1.1	Project Manager	Per Hour	R	R	R	R	R	R
G1.2	Architect	Per Hour	R	R	R	R	R	R
G1.3	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R

G2	Service Level Agreement							
	SLA Description	Annual Rate Year 1 (Excl. VAT)	Annual Rate Year 2 (Excl. VAT)	Annual Rate Year 3 (Excl. VAT)	Annual Rate Year 4 (Excl. VAT)	Annual Rate Year 5 (Excl. VAT)	Annual Rate Year 6 (Excl. VAT)	
G2.1	As per relevant SLA	R	R	R	R	R	R	

G3	Training			
	Required Item / Description of Item	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
G3.1	Administrator		R	
G3.2	Advanced Administrator		R	

Schedule H - Security awareness training platform

Pricing provided must be for a fully working and licensed product. Provide options and fully explain alternatives. Products must be able to integrate into the City's existing and future Microsoft 365 environment. Any ambiguity must be explained as part of the pricing provided. Where additional licenses or modules are recommended to enhance protection, indicate as recommended and not part of the base product. This approach will assist in comparing various technologies.

Sections provided are an indication of anticipated requirements. Where additional sections or components must be added, do so by expanding the table.

Solution guidelines

1. Provide a cost for the platform for the security awareness training plafrom including all required functionality as per the specification.
2. Provide a total fixed cost for project services in order to appropriately plan, project manage, architect and implement the solution. Include the hourly rate with the planned number of hours for project services as per below table. It is mandatory to include the project management, planned architecture and implementation hours for the initial planning and implementation through a formal project lifecycle according to the City's project methodology. State all assumptions.
3. Provide an SLA cost in order to be able to meet the terms and conditions of the service level agreement. All SLA amounts must be provided on an <u>annual</u> basis.
4. Ad hoc labour costs will be considered for evaluation purposes.

Please provide your partnership status by identifying the relevant technology area and your partnership status:

Technology area (Original Equipment Manufacturer)	Current Partnership Status

H1	Security awareness platform solution			
	Required Item / Description of Item	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
H1.1	Security awareness platform		R	

H2	Project Services						
	Services	**Price Year 1 (Excl VAT)**	**Price Year 2 (Excl VAT)**	**Price Year 3 (Excl VAT)**	**Price Year 4 (Excl VAT)**	**Price Year 5 (Excl VAT)**	**Price Year 6 (Excl VAT)**
H2.1	Planning services	R	R	R	R	R	R
H2.2	Project management services	R	R	R	R	R	R
H2.3	Implementation services	R	R	R	R	R	R

H3	Labour Costs – ad hoc							
	Services / Resource Description	**Unit**	**Price Year 1 (Excl. VAT)**	**Price Year 2 (Excl. VAT)**	**Price Year 3 (Excl. VAT)**	**Price Year 4 (Excl. VAT)**	**Price Year 5 (Excl. VAT)**	**Price Year 6 (Excl. VAT)**
H3.1	Project Manager	Per Hour	R	R	R	R	R	R
H3.2	SME (Subject Matter Expert)	Per Hour	R	R	R	R	R	R
H3.3	Implementation of Training Programs	Per Hour	R	R	R	R	R	R
H3.4	Copy Writing for security awareness topics	Per Hour	R	R	R	R	R	
H3.5	Implementation of Phishing Simulations	Per Hour	R	R	R	R	R	R
H3.6	Design eg; posters, pamphlets,	Per Hour	R	R	R	R	R	R
H3.8	Campaign Services – Placing posters at various City Buildings across the metropolitan area	Per Hour	R	R	R	R	R	R

H4	Service Level Agreement						
	SLA Description	**Annual Rate Year 1 (Excl. VAT)**	**Annual Rate Year 2 (Excl. VAT)**	**Annual Rate Year 3 (Excl. VAT)**	**Annual Rate Year 4 (Excl. VAT)**	**Annual Rate Year 5 (Excl. VAT)**	**Annual Rate Year 6 (Excl. VAT)**
H4.1	As per relevant SLA	R	R	R	R	R	R

H5	Training			
	Required Item / Description of Item	**Part number**	**Supplier OEM Price (Excl. VAT)**	**Mark-up Percentage (%)**
H5.1	Administrator		R	
H5.2	Advanced Administrator		R	

INITIALS OF CITY OFFICIALS		
1	**2**	**3**

(6) SUPPORTING SCHEDULES

Schedule 1: 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 2: Declaration for Procurement above R10 million

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

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

YES		NO	

    1.1   If YES, submit audited annual financial statements:

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

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

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

YES		NO	

    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	

3.1   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	

4.1   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 employer of any other remedies available to it.

_____   _____
Signature
Print name: Date
On behalf of the tenderer (duly authorised)

Schedule 3:
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1.   POINTS AWARDED FOR PRICE

3.1.1   THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps   =   Points scored for price of tender under consideration

Pt   =   Price of tender under consideration

Pmin   =   Price of lowest acceptable tender

4.   POINTS AWARDED FOR SPECIFIC GOALS

4.1.   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:

4.2.   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 for the tender and points claimed are indicated per the table below.

(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.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.   Name of company/firm……………………………………………………………….

4.4.   Company registration number: …………………………………………………...

4.5.   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]

4.6.   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 1.4 and 4.2, the contractor 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;

78

(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 contractor, 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(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………….
DATE: …………………………………………………
ADDRESS: …………………………………………………

…………………………………………………

…………………………………………………

…………………………………………………

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

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

1. No bid will be accepted from:
    1.1 persons in the service of the state¹, 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 during the twelve months after the City employee has left the employ of the City, or
    1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
        1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
        1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.

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, shareholder²)……………………………

    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 City of Cape Town 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 City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City'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 employer of any other remedies available to it.

_____   _____
Signature
Print name: Date
On behalf of the tenderer (duly authorised)

¹MSCM 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 5: 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 City of Cape Town, please contact the following:***
>
> ***the City'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 employer of any other remedies available to it.

_____   _____
Signature
Print name: Date
On behalf of the tenderer (duly authorised)

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 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 ☐
2.7.1	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 employer of any other remedies available to it.

_____   _____
Signature
Print name: Date
On behalf of the tenderer (duly authorised)

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
            (Name of tenderer)

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

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;

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

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

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

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

_____   _____
Signature
Print name: Date
On behalf of the tenderer (duly authorised)

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

NOT APPLICABLE

.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this **Tender No: 92S/2023/24 – SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING** in response to the tender invitation made by THE CITY OF CAPE TOWN, 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/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____   _____
Signature   **Date**

_____
Name (PRINT)
(For and 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 10: Price Basis for Imported Resources

NOT APPLICABLE

Schedule 11: Schedule of Pre-Qualification Criteria Sub-Contractors

NOT APPLICABLE

Schedule 12: 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: Date
On behalf of the tenderer (duly authorised)

Schedule 13: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer 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.

SIGNED ON BEHALF OF TENDERER: . . . .

Schedule 14: Information to be provided with the tender

Please note:

1. For the information requested below. Projects completed within the last five years is at date of advertised tender closing.
2. Text highlighted below is sample data.
3. Contact details must a minimum include:
   a. Name
   b. Email address
   c. Phone number

The following information shall be provided with the Tender:

Schedule 14A1

No.	Client name	Contact details	Project scope	Project dates
1	XYZ	John Smith – jsmith@work.co.za 0831234567	• SAP Portal • SharePoint • IIS	January 2016 to July 2020

Schedule 14A2

No.	Client name	Contact details	Project scope	Project dates	Project Value
1	*XYZ*	*John Smith – jsmith@work.co.za 0831234567*	• *SAP Portal* • *SharePoint* • *IIS*	*January 2016 to July 2020*	*R 10 M*

Schedule 14A3

No.	Client name	Contact details	Project scope	Project dates	Number of projects
1	XYZ	John Smith – jsmith@work.co.za 0831234567	• SAP Portal • SharePoint • IIS	January 2016 to July 2020	3

Schedule 14A4

No.	Client name	Contact details	Project scope	Project dates
1	*ABC*	*John Smith – jsmith@work.co.za 0831234567*	• *SAP Portal* • *SharePoint* • *IIS*	*October 2019 to July 2022*

Schedule 14A5

1. Tenderers must provide a valid OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14A5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14A5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.

2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor must be provided within Schedule 14A5, with each quotation provided by the Supplier in RAND values

Schedule 14B1

No.	Client name	Contact details	Project dates	Project Scope
1	DEF	John Smith – jsmith@work.co.za 0831234567	March 2019 to December 2022	

Schedule 14B2

No.	Client name	Contact details	Project dates	Project Scope	Project value
1	DEF	John Smith – jsmith@work.co.za 0831234567	March 2019 to December 2022	• Vulnerability Management • WAS • Reporting	R 1.2 million

Schedule 14B3

No.	Client name	Contact details	Project scope	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Implementation of vulnerability management solution • Vulnerability management scanning 2000 IPs • Web application scanning 100 IPs • Reporting	March 2019 to December 2022

Schedule 14B4

No.	Client name	Contact details	Project scope	No. of IP addresses / applications	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Implementation of vulnerability management solution • Vulnerability management scanning 2000 IPs • Web application scanning 100 IPs • Reporting	2000	March 2019 to December 2022

Schedule 14B5

1. Tenderers are to provide a copy of an OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14B5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14B5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.
2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor shall be provided within Schedule 14B5, with each quotation provided by the Supplier in RAND values

SIGNED ON BEHALF OF TENDERER: . . . .

Schedule 14C1

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *SIEM* • *Managed SOC* • *SOC services*	*March 2019 to December 2022*

Schedule 14C2

No.	Client name	Contact details	Project dates	Project scope	Project value
1	DEF	John Smith – jsmith@work.co.za 0831234567	March 2019 to December 2022	• Implementation of Security Incident and Event Management system • Provision of Security Operations Centre services • Provision of Security Orchestration and Automation Response • Reporting	R 15 million

Schedule 14C3

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *Implementation of Security Incident and Event Management system* • *Provision of Security Operations Centre services* • *Provision of Security Orchestration and Automation Response* • *Reporting*	*March 2019 to December 2022*

Schedule 14C4

No.	Client name	Contact details	Project scope	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Implementation of Security Incident and Event Management system • Ingest log sources from firewalls, Active Directory, anti-malware, vulnerability management, CASB, M365	March 2019 to December 2022

Schedule 14C5

1. Tenderers are to provide a copy of an OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14C5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14C5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.
2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor shall be provided within Schedule 14C5, with each quotation provided by the Supplier in RAND values

Schedule 14D1

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *Implementation of data discovery solutions* • *Implementation of data labelling solutions* • *Implementation of data loss prevention solutions* • *Reporting*	*February 2015 to May 2020*

No.	Client name	Contact details	Project Scope	Project dates	Project value
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *Implementation of data discovery solutions* • *Implementation of data labelling solutions* • *Implementation of data loss prevention solutions* • *Reporting*	*March 2019 to December 2022*	*R 30 million*

Schedule 14D3

No.	Client name	Contact details	Project scope	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Implementation of data discovery solutions Implementation of data labelling solutions • Implementation of data loss prevention solutions • Reporting	March 2019 to December 2022

Schedule 14D4

No.	Client name	Contact details	Project scope	Number of endpoints included in scope	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Implementation of data discovery solutions • Implementation of data labelling solutions • Implementation of data loss prevention solutions • Reporting	7000	March 2019 to December 2022

Schedule 14D5

1. Tenderers are to provide a copy of a Microsoft OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14D5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14D5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.
2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor shall be provided within Schedule 14D5, with each quotation provided by the Supplier in RAND values

SIGNED ON BEHALF OF TENDERER: . . . .

Schedule 14E1

No.	Client name	Contact details	Project dates	Number of years
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	*February 2015 to May 2023*	*8*

Schedule 14E2

No.	Client name	Contact details	Project dates	Project value
1	DEF	John Smith – jsmith@work.co.za 0831234567	March 2019 to December 2022	R 30 million

Schedule 14E3

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *Implementation of anti-malware extended detection and response for servers and workstations* • *Email security* • *Email gateway* • *Reporting*	*March 2019 to December 2022*

Schedule 14E4

No.	Client name	Contact details	Project scope	Number of endpoints included in scope	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Implementation of anti-malware extended detection and response for servers and workstations • Email security • Email gateway • Reporting discovery solutions • Implementation of data labelling solutions • Implementation of data loss prevention solutions • Reporting	4000	March 2019 to December 2022

Schedule 14E5

1. Tenderers are to provide a copy of a Microsoft OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14E5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14E5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.
2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor shall be provided within Schedule 14E5, with each quotation provided by the Supplier in RAND values

SIGNED ON BEHALF OF TENDERER: . . . .

Schedule 14F1

No.	Client name	Contact details	Project dates	Number of years
1	DEF	John Smith – jsmith@work.co.za 0831234567	November 2018 to January 2019	1

Schedule 14F2

No.	Client name	Contact details	Project dates	Project value
1	DEF	John Smith – jsmith@work.co.za 0831234567	March 2019 to December 2022	R 30 million

Schedule 14F3

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *SAP Portal assessment*	*March 2019 to December 2022*

Schedule 14F4

No.	Client name	Contact details	Project scope	Project dates
1	DEF	*John Smith – jsmith@work.co.za 0831234567*	• *SAP Portal assessment*	*March 2019 to December 2022*

Schedule 14F5

1. Tenderers are to provide a copy of an OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14F5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14F5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.

2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor shall be provided within Schedule 14F5, with each quotation provided by the Supplier in RAND values

SIGNED ON BEHALF OF TENDERER: . . . .
. .

Schedule 14G1

No.	Client name	Contact details	Project dates	Number of years
1	DEF	John Smith – jsmith@work.co.za 0831234567	November 2020 to January 2023	3

Schedule 14G2

No.	Client name	Contact details	Project dates	Project value
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	*November 2020 to January 2023*	*R 30 million*

Schedule 14G3

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	• *CASB* • *Integrated Microsoft M365* • *Integrated Azure AD* • *Integrated SAP SuccessFactors*	*November 2020 to January 2023*

Schedule 14G4

No.	Client name	Contact details	Project scope	Project dates
1	*DEF*	*John Smith –* *jsmith@work.co.za* *0831234567*	• *CASB* • *Integrated Microsoft M365* • *Integrated Azure AD* • *Integrated SAP SuccessFactors*	*November 2020 to January 2023*

Schedule 14G5

1. Tenderers are to provide a copy of a Microsoft OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14G5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14G5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.

<u>**SIGNED ON BEHALF OF TENDERER**</u>: . . . .

Schedule 14H1

No.	Client name	Contact details	Project dates	Number of years
1	DEF	John Smith – jsmith@work.co.za 0831234567	November 2020 to January 2023	3

Schedule 14H2

No.	Client name	Contact details	Project dates	Project value
1	*DEF*	*John Smith – jsmith@work.co.za 0831234567*	*November 2020 to January 2023*	*R 1 million*

Schedule 14H3

No.	Client name	Contact details	Project scope	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Security awareness platform • Awareness services • Promotional material	November 2020 to January 2023

Schedule 14H4

No.	Client name	Contact details	Project scope	Number of staff trained	Project dates
1	DEF	John Smith – jsmith@work.co.za 0831234567	• Security awareness platform • Awareness services • Promotional material	4500	November 2020 to January 2023

Schedule 14H5

1. Tenderers are to provide a copy of an OEM authorisation letter. Tenderers must be authorised by the OEM as a distributor or reseller to sell the services and goods, and manage any warranty processes and escalations, as and when required. Proof of such authorisation must be provided within Schedule 14H5. Alternatively, should the authorisation/accreditation be from a Distributor, then proof of authorisation authorising the distributor to resell and/or to authorise others by the OEM be submitted. NOTE: a confirmatory letter from the OEM or authorised/accredited Distributor must be provided in Schedule 14H5 on a letterhead by OEM, confirming that the price list submitted is in respect of this tender to be signed by the OEM/distributor on a letterhead.
2. A detailed OEM/Distributor price list/quote on the letterhead of the OEM/Distributor shall be provided within Schedule 14H5, with each quotation provided by the Supplier in RAND values

SIGNED ON BEHALF OF TENDERER: . . . .

TENDER DOCUMENT GOODS AND SERVICES		CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1 Page 136 of 213

TENDER NO: 92S/2023/24

TENDER DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

CONTRACT PERIOD: DATE OF COMMENCEMENT (NOT PRIOR TO 1 JULY 2025) UNTIL 30 JUNE 2031

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT
(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

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

3. General Obligations

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

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

3.3   All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4   The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

3.4.1   The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract**. Please refer to this document contained on the CCT's website.

3.4.2   Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5   The **supplier** shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6   The **purchaser** shall:

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

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

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

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

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

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

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

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

5. <u>Use of contract documents and information; inspection, copyright, confidentiality, etc.</u>

Add the following after clause 5.4:

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

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

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

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

5.8   Intellectual Property

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

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

5.8.3   The supplier shall, and warrants that it shall:

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

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

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

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

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

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

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

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

7. <u>Performance Security</u>

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

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

11. <u>Insurance</u>

Add the following after clause 11.1:

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

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

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

c)   Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993**.** This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

d)   Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

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

11.3   The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of

this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. <u>Warranty</u>

Add to Clause 15.2:

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

16. <u>Payment</u>

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

16.1   Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

   Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

   Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

   No official shall commit Council to making a payment outside the scheduled payment terms

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

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

Add the following after clause 16.4

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

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

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

17. <u>Prices</u>

Add the following after clause 17.1

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

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

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

   Not applicable to this contract

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1   Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources** "shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2   Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3   Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18.   Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be as reflected in SCC below in section 41.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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

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

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

26.   Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

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

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

37. Contract Performance Criteria
37.1 The supplier shall adhere to the below Service Level Framework:

37.2   Roles and Responsibilities

[The Supplier

Party	Functional Role	Service Responsibility
Service Provider	Maintain guaranteed service levels and service assurance	Logging and tracking of contractual incidents for all problems from receipt of issue from City to resolution.
Service Provider	Performance Management Report	Monthly reports to the City
Service Provider	Contractual Incident Report	Monthly reports to the City
Service Provider	Supply and delivery of goods	Supply and deliver of equipment within a period of six weeks from date of purchase order received from City
Service Provider	SLA measurement	Calculation of any Service Credits if due
Service Provider	Adherence to all change control, maintenance and emergency procedures	Communication with City contacts only
Service Provider	Support and maintenance	Provide support and maintenance services from receipt of logged call from City This includes managing escalation procedures to the vendor support centre
Service Provider	Solution Design	Drafting of solution designs, scenarios and associated quotations in order to meet the information security requirements of the City

City of Cape Town

Party	Functional Role	Service Responsibility
City of Cape Town IS & T department	Request for solutions	Clearly defined requirements
City of Cape Town IS & T department	Generate purchase order	Supply orders with official City order number, delivery address and contact person
City of Cape Town IS & T department	Taking receipt of goods, and support and maintenance certificates	Sign Invoices or delivery notes on delivery of orders
City of Cape Town IS & T department	Fault notification	Log support calls with supplier with relevant details
City of Cape Town IS & T department	SLA measurement	Measure and /or audit the measurement of delivery schedule, arrange Goods Receipt Note (GRN)

Line departments other than IS&T

1. Request quotes from IS&T
2. Raise Purchase Requisition
3. Release Purchase Requisition on SAP
4. On delivery of ordered equipment, sign the Receipt or Delivery note
5. GRN the Purchase Order

37.3   Scope

37.3.1   In-Scope
- Quotations
- Solution design and proposals
- Supply and delivery of services, licenses, goods, and support and maintenance certificates
  Support and maintenance processes with supplier

37.3.2   Out-of-Scope
- Informal telephonic queries

37.4   Description of Services:

- Quotations
- Licensing
- Support and maintenance
- Log calls with vendor
- Management of vendor processes on behalf of the City

Types of equipment:

- Appliances - various
- Servers
- On premise
- Cloud

Refer to Pricing Schedules within the tender document, regarding the SLA costs to be provided in order to meet the terms and conditions of the Service Level Agreement measurements as per Schedules listed below.

38   SERVICE LEVEL MEASUREMENTS

38.1   The provision of each Service will be measured by comparing the level at which the actual Services are provided against the level at which the parties agreed that the Services will be provided as set out below;

38.2   The method that the parties will use to make this comparison is set out below:

38.3   Schedule A: Reverse Proxy

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of each individual Reverse Proxy Device	Not defined	--
2.	Service Availability	Uptime of the Reverse Proxy service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than 60 minutes	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Remediate configuration issues within one (1) full Working Day	5 Grief Points
		Maximum Time To Replace (TTRp^{MAX})	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Provided (yes / no) Assessed monthly by random check Note: non-availability of technical support may result in Device and/or Service Unavailability, and will be penalised consequently	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
			Specified items delivered – not defined	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Equipment Delivery process followed as specified	Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time - not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified, including record of all Incidents and related resolutions, plus root cause when requested	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Report on an outstanding software updates, security updates and related recommendations	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

38.4   Schedule B: Vulnerability Management (VM)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of each individual Device	Not defined	--
2.	Service Availability	Uptime of the Vulnerability Management service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than eight (8) consecutive hours	5 Grief Points
		Maximum Time To Restore (TTR^{Max}) – Priority 1 & 2 Incidents	Remediate reconfiguration issues within three (3) full Working Days	5 Grief Points
		Maximum Time To Replace (TTRp^{Max})	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Provided (yes / no) Assessed monthly by random check Note: non-availability of technical support may result in Device and/or Service Unavailability, and will be penalised consequently	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	2 Grief Points
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified – not defined	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
			Labelling as specified – not defined	--
			Delivery within quoted lead time - not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	As specified (yes / no)	3 Grief Points
		Repair or replacement process followed	As specified (yes / no)	3 Grief Points
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Report on an outstanding software updates, security updates and related recommendations	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Monthly report to include five assessments of vulnerability scans as per schedule, to be provided by the City, to ensure appropriate configuration using best practice	Provided within seven (7) full Calendar Days after the last day of each month (yes/no) Assessed monthly	1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

38.5   Schedule C: SIEM with SOC services

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of each individual logging unit or appliance	Better than or equal to 99% over the period of each Calendar month	10 Grief Points
2.	Service Availability	Uptime of the IT Security Intelligence Platform	Better than or equal to 99.9% over the period of each Calendar month	15 Grief Points
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than thirty (30) minutes	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace (TTRp^{MAX})	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
		Train City staff on the functionality of the platform sufficient to ensure service continuity	Eight (8) full Working Hours per Calendar Month, as evidenced by signed job card	2 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	2 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
			Specified items delivered – not defined	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Equipment Delivery process followed as specified	Packaging as specified – not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	As specified – not defined	--
		Repair or replacement process followed	As specified – not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

38.6   Schedule D: Data Loss Prevention

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of Devices	Not defined	--
2.	Service Availability	Uptime of the Service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than four (4) hours	5 Grief Points
		Maximum Time To Restore (TTR^{Max}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace (TTRp^{Max})	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

38.7   Schedule E: Anti-malware extended detection and response solutions

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of Devices	Not defined	--
2.	Service Availability	Uptime of the Malware Protection service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than four hours	5 Grief Points
		Maximum Time To Restore (TTR^{Max}) – Priority 1 & 2 Incidents	Eight hours	10 Grief Points
		Maximum Time To Replace (TTRp^{Max})	Five full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
			Purchase Order – not defined	
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

38.8   Schedule F: Security assessment services

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Not applicable	Not defined	--
2.	Service Availability	Not applicable	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – attributed to a security risk assessment	Not defined	--
		Maximum Time To Restore (TTR^{Max}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace (TTRp^{Max})	Not defined	--
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Not defined	--
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	--
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Not defined	--
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	--
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no) - not defined	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Not defined	--
		Include details of outstanding security updates, software updates, and any related recommendations		--
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Not defined	--

38.9   Schedule G: Cloud Access Service Broker (CASB)

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of CASB devices	Not defined	--
2.	Service Availability	Uptime of the CASB service	Not defined	--
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than four hours	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Not defined	--
		Maximum Time To Replace (TTRp^{MAX})	Five (5) full Working Days	5 Grief Points
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Not defined	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of all Incidents and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of outstanding security updates, software updates, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

38.10   Schedule H: Security awareness training platform

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
1.	Device Availability	Uptime of the Security awareness platform devices	Not defined	--
2.	Service Availability	Plannwed uptime of the Security awareness platform service	Service uptime 99.9%	5 Grief points
		Unavailability of Security awareness platform service elements	Service uptime 99.9%	5 Grief points
3.	Incident Response	Mean Time To Respond (MTTr) – Priority 1, 2 & 3 Incidents	Less than four hours	5 Grief Points
		Maximum Time To Restore (TTR^{MAX}) – Priority 1 & 2 Incidents	Less than twenty four hours	5 Grief Points
		Maximum Time To Replace (TTRp^{MAX})	Not defined	--
4.	Provide Maintenance and Technical Support	Technical support services available as specified	Remediate configuration issues within three (3) full Working Days	5 Grief Points
5.	Provide and maintain Contact Information	Provide and maintain contact details	Provided (yes/no) Assessed monthly by random check	2 Grief Points
		Key Contact Person responds timeously	Response within 24 hours	--
6.	Adhere to procurement, ordering, delivery and payment process	Responses to requests for Design Proposals as required	Design Proposals provides within ten (10) full Working Days (yes / no)	5 Grief Points
		Responses to requests for Quotations provided as required	Quotations provided within seven (7) full Working Days (yes / no)	1 Grief Point
		Equipment Delivery process followed as specified	Specified items delivered – not defined	--
			Packaging as specified (yes / no)	--

#	Service Element	Service Measure	Service Metric	Grief Points incurred for non-performance
			Labelling as specified – not defined	--
			Delivery within quoted lead time – not defined	--
			Delivery at the place specified in the Purchase Order – not defined	--
		Fault handling process followed	Not defined	--
		Repair or replacement process followed	Not defined	--
7.	Report to the City	Provide monthly Summary Report as specified Include record of any outages and consequent resolutions, plus root cause when requested	Provided within seven (7) Calendar Days after the last day of each month (yes/no) Assessed monthly	2 Grief Points
		Include details of new security awareness material, recommended training, and any related recommendations		1 Grief Point
8.	Attend Service Review Meetings	Physical attendance at the Service Review Meeting of the Key Contact Person	Present as per attendance register (yes/no) Assessed per meeting as evidenced by Attendance Register	2 Grief Points

39   FREQUENCY FOR REPORTING COMPLIANCE OF THE SERVICE LEVEL

The Measurement Period will be daily and the Reporting Period will be monthly. Information, such as grief points, termination events and performance statistics against service levels, will be consolidated in the form of a Report and presented at the scheduled monthly meetings. Meetings to be scheduled post award with successful bidder. The supplier will compile a monthly report and deliver the report to the City of Cape Town authorised representative two days prior to the scheduled meeting date.

Communication to be done by the City's delegated Information Technology Manager and authorised representatives from _____ (Company).

40   SERVICE PENALTY

40.1   In each case of a failure to satisfy a Service Level, the Supplier will satisfy the applicable Service Level within seven days from date of notification of service level failure.

40.2   In addition, in each case that a Service Level is not complied with, the City shall be entitled (but not obliged) to recover a Service Penalty, calculated in the manner described in the Service Penalty Calculation Section.

41   SERVICE PENALTY CALCULATION

41.1   Each Service Penalty is made up of an accumulation of Grief Points.

41.2   Grief Points are accumulated automatically by the City due to failures by the Supplier to meet Service Levels.

41.3   Grief points shall be allocated for each failure to meet any Service Levels in each calendar month.

41.4   Each block of 15 (fifteen) or more Grief Points that is accumulated by the City in each month will constitute a Service Penalty, which may be claimed by the City. Consistently high monthly Grief Points over several months will be reviewed and consideration given to this constituting a Service Level Terminal Event.

41.5   Before every monthly SLA meeting the Supplier will generate a report with all the details of the non-compliance of the service levels and the grief points that the City is entitled.

41.6   The City may claim a Service Penalty by informing the Supplier at the SLA meeting or in writing that it is claiming the Service Penalty.

41.7   On the first accumulation of a Service Penalty, the penalty which may be claimed will be 5% (five percent) of the Order or Service Fee affected that the City must pay the Supplier in terms of this agreement for the month in which the Grief Points were incurred.

41.8   The penalty will be claimed as a discount in following month's account.

41.9   A 12-month rolling period will commence on the first (1st) day of each month. A 12-month rolling period is defined as the current month and the previous 11 months.

41.10 At the second accumulation of a Service Penalty in any 12-month rolling period, the penalty that may be claimed will be 10% (ten percent) of the Order or Service Fee affected for the month in which the Grief Points were incurred.

41.11 On the third and subsequent occurrence of a Service Penalty in any rolling 12-month period, the penalty that may be claimed will be 15% (fifteen percent) of the Order or Service Fee affected for the month in which the Grief Points were incurred and may constitute a Service Level Termination Event.

42   TERMINATION – GENERAL EVENTS

42.1   Termination for default: See clause 23 of the GCC

42.2   Termination for insolvency: See clause 26 of the GCC

43   NOTICES

43.1   All notices given by any party to any other hereunder shall be given in writing and shall be sent by prepaid registered post, or shall be delivered by hand, to the recipient's *domicilium* for the time being.

43.2   Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to him notwithstanding that it was not sent nor delivered to the recipient's chosen *domicilium.*

44   DOMICILIA CITANDI ET EXECUTANDI ADDRESSES

44.1   For all purposes of, and arising in connection with, this Agreement the parties choose as their respective *domicilia citandi et executandi* addresses the above addresses.

44.2   Any party may from time to time change its address for the purpose of this clause to any other address within South Africa upon not less than 10 (ten) days' notice given to the other party to such effect.

45   GENERAL

45.1   This Agreement and the related tender sets out the entire agreement and understanding between the parties in connection with the subject matter hereof and supercedes all prior agreements, if any, between them.

45.2   None of the parties shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

45.3   No addition to, variation or consensual cancellation of this Agreement, shall be of any force or effect unless in writing and signed by or on behalf of all parties.

45.4   No indulgence which any party may grant to the any other shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which might have arisen in the past or which might arise in the future.

45.5   All parties acknowledges that, in entering into this Agreement, they are not relying upon any warranties, representations or undertakings howsoever or to whomsoever made, save and except in so far as same are embodied in this Agreement.

45.6   This Agreement is read together with the General Conditions of Contract and the Special Conditions of Contract as contained in the Tender Document.

46   APPLICABLE LAW

This Agreement shall in all respects be construed in accordance with, and shall be governed by, South African law.

(8) 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 so far as may be necessary for the purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

    b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

 (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

 (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part,

and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT APPLICABLE

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

National Banks:
ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

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

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
Mutual and Federal Risk Financing Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

NOT APPLICABLE

(10.1) ADVANCE PAYMENT SCHEDULE

NOT APPLICABLE

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (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, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

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

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

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/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
                                                            City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.:   **92S/2023/24**

TENDER DESCRIPTION: SUPPLY, SUPPORT, MAINTENANCE OF ICT SECURITY RELATED INFRASTRUCTURE, SOFTWARE, SERVICES AND LICENSING

NAME OF SUPPLIER:_____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

13.1 TRADE NAMES OR PROPRIETARY PRODUCTS

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"

Schedule A - Reverse Proxy

Reverse Proxy – Background and Requirements

The City Securely Publishes various Web Applications to the internet for public consumption, the Web applications and various additional applications and services are also published internally to the City's network. We utilise a reverse proxy and application delivery solution which includes a Web application firewall and load balancing.

The City currently utilise the Citrix Application Delivery Controllers in a high availability pair per Data Centre in order to publish services.

Core services are:

- Microsoft SharePoint 2016 and 2019 web services
- Microsoft Outlook 2016 web access and Microsoft Active Sync
- Skype for Business
- SAP Portal web services
- Virtual Desktop Integration published over an HTTPS portal.
- API Integration and Security
- SSL VPN including Authentication mechanisms
- Various other web services

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
Secure Publishing of City Websites and Applications (HTTPS)	• HTTP/HTTPS redirect • URL redirects • Port redirects • Server Farm secure publishing • Directory traversal publish whitelist allowed paths publishing Responder Policies • SSL Offloading • Latest TLS & Cypher Suite support including backward compatibility.			
Web Application Firewall (WAF)	• Signature Based • IP Based			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
	• Signature and IP-based updates • Predefined Rules and Signatures • OWASP top 10 protection • API OWASP Top 10 Protection			
SSL VPN Remote Access	• Configure user device connections by defining the resources users can access in the internal network. • Establish a secure tunnel over port 443 and authenticates users. • Split VPN			
High Availability (HA)	• Active-Active Cluster processing on 2 physical appliances • The client traffic is distributed between the nodes to provide high availability, high throughput, and scalability. • Flow Orchestrator Engine • Content switching			
Load balancing	• Distribute all requests for a specific protected website, application, or resource between two or more identically configured servers. • Use any of several different algorithms to determine which server must receive each incoming user request, basing the decision on different factors, such as which server has the fewest current user connections or which server has the lightest load.			
GSLB	• This technique ensures equal distribution of the load, but it does not support disaster recovery, load			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
	balancing based on load or proximity of servers, or persistency.			
Connectivity	• Fibre • Ethernet			
Distributed denial-of-service (DDoS) protection	• prevents malicious traffic • limiting the impact of an attack • identify baseline conditions for network traffic by analysing "traffic patterns • Apply scrubbing thresholds • Distinguish between human and bot traffic • Detect and alert on abnormal traffic • Must include IP and signature based detection and prevevention.			
Bot management	• Signature Based detection • IP Reputation Based and automatic updates which can be leveraged • Signature and IP Reputation based updates • Predefined Rules and Signatures • Ability to customise			
IP Reputation	• provides attack-related information about malicious IP addresses • IP Reputation Score, categories • Reputation database to be updated every 5 minutes			
API Protection	• Must support API OWASP to 10 prevention capabilities, • Support IAAA services • Must support encryption			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/No)	Comment	On-Premises or Cloud
DNS Services and DNS security	• Provide DNS cache poisoining protection • Enforce DNS transactions over TCP • DNS DDoS protection			
Identity Authentication Authorisation & Accounting	• ILM (Identity Lifecycle Management) • Multifactor Authentication • SSO (Single Sign On) • SAML2.0 Integration • Auditing			
Gateway Functionality	• ICA Proxy to Virtual Apps, Desktops and Services.			
Application Configuration	• Rewrite Responder • Pattern Sets • Data Sets • URL Sets			
Application Delivery Management including Analytics and Reporting	• Automation, Orchestration and managemntment of the Reverse proxy environment physical, virtual, on-premises or in cloud. • Monitoring and troubleshooting • Logging, Alerting, Auditing and manaual and automated Reporting • SSL Certificate management • Transport layer security • Proxy version updates • Schedule Proxy Backups • Security analytics •			
Exploit Mitigation	• OWASP Top 10 • API OWASP Top 10			
Data Security	• Data in transit • TLS1.2 and later • Algorithms • Secure Cypher Suits			
Firewall Integration	• Must be able to integrate with Palo			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/No)	Comment	On-Premises or Cloud
	Alto NGFW at OSI layer 3-7 • Static routing to be supported • Support Source and Destination NAT & PAT			
Scalability & Infrastructure	• Common hardware components easily upgradable – hot swapping capable.			
Caching & Compression Acceleration	• Provide Application acceleration features			
Architecture	• Ability to function within a DMZ servicing internal, external and 3rd party environment • NGFW (Next Generation Firewall)			
Training	• Advanced Web Application Firewall (WAF) – OWASP Top 10 • API protection – API OWASP top 10 • Advanced training			

The City currently uses the systems from Tenable, namely Tenable.SC, Tenable.IO and Nessus to perform extensive vulnerability assessments and web application scanning of the environment. It has now become necessary to further expand the reach of the system, due to the City's IT security and compliance requirements.

The following environments are to be scanned for operating system, database and application vulnerabilities:

- Windows Server 2016/2019/2022 and all variants
- AIX 7.2+
- SUSE Linux Enterprise 11, 12, 15
- Red Hat Linux 7, 8 , 9
- Oracle 19c and later
- SAP HANA
- Microsoft SQL Server 2016/2019/2022 and all variants
- MariaDB 10 and later
- IIS 7.5/8.5/10 and later
- Apache 2.2 and 2.4
- Apache Tomcat 8.5 and later
- SAP Portal
- ESRI ArcGIS
- Microsoft technologies
- SAP technologies
- Firewalls

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
Vulnerability Scanning	• The system should be able to perform regular vulnerability scans on the network, systems, and applications with minor impact to the system being scanned or network traffic. • It should support both active and passive scanning techniques. • The system should be capable of scanning a wide range of devices, operating systems, and applications. • The system should support both authenticated and non– authenticated scanning. Authenticated scanning to be utilised to gather more			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
	accurate information about vulnerabilities			
	• The system should be able to run scheduled or ad hoc scans and provide flexibility in defining scan parameters			
	• The scanner should allow users to specify the target web application or a range of applications to scan			
	• Users should be able to input target URLs or upload a list of URLs to scan			
Asset Discovery and Inventory	• The system should have the capability to discover and maintain an up-to-date inventory of all assets within the network, including hardware devices, software applications, and virtual machines.			
	• The system should automatically tag the new asset as they connect for the first time to the network and notify if it is removed due to no longer being active			
Vulnerability Assessment and Prioritization	• The system should analyze the results of vulnerability scans and provide a comprehensive assessment of each vulnerability discovered.			
	• It should assign a risk score or severity level to each vulnerability based on factors such as exploitability, potential impact, and vulnerability type.			
	• The system should prioritize vulnerabilities based on the risk score to			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
	help focus remediation efforts by severity			
Vulnerability Remediation	• The system should provide guidance and recommendations for remediation of identified vulnerabilities. • The system should offer a step-by-step instruction on how to fix vulnerabilities or mitigate their impact. • The system should integrate with existing IT service management or ticketing systems to track and manage remediation efforts.			
Reporting and Analytics	• The system should generate comprehensive reports on vulnerability scan results, remediation progress, and overall vulnerability posture. • It should support customizable reporting templates and the ability to schedule and distribute reports automatically. • The system should provide analytics and trend analysis to identify common vulnerabilities (CVE), track improvements over time, and support risk-based decision making • Reports can be generated in various formats, such as HTML, PDF, or CSV, and should be easily downloadable or shareable. •			
Integration with Threat Intelligence	• The system should integrate with external threat intelligence			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On- Premises or Cloud
	feeds to enhance vulnerability assessment and prioritize vulnerabilities based on real-time threat data. • It should provide information on the latest known exploits, malware, or attack patterns associated with each vulnerability • It should support the customization of vulnerability assessment rules and policies to align with the organization's specific requirements. • It should provide well-documented APIs to facilitate integration with third-party applications and enable automation of vulnerability management processes			
User Management and Access Control	• The system should support user management with different roles and permissions to control access to vulnerability management features. • It should allow administrators to assign responsibilities and limit access based on user or team roles. • The system should support multi-factor authentication for secure user authentication. • The system should have a user-friendly interface that is intuitive and easy to navigate.			
Scalability and Performance	• The system should be scalable to handle large-scale networks and growing numbers of assets.			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
	• It should be capable of handling frequent vulnerability scans without significant impact on network performance • The system should be able to handle concurrent scans and support distributed scanning across multiple locations if required. • The system should provide options for limiting the rate of requests to prevent overloading the target server. •			
Integration with Existing Infrastructure	• The system should support integration with other security tools, such as intrusion detection systems (IDS), security information and event management (SIEM) systems, and network scanners. • It should be able to export data from these systems via API or mechanism to enable this functionality in an automated manner.			
Compliance and Regulatory Support	• The system should assist in compliance with relevant industry regulations and standards, such as PCI DSS, SOX, HIPAA, CIS, POPIA or GDPR. • It should provide features to track and report on compliance status and assist in audit processes. • The system should be configurable to automatically update on a regular basis and ad hoc manual updates			

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment	On-Premises or Cloud
Notifications and Alerts	• The system should provide real-time notifications and alerts for critical vulnerabilities or changes in the vulnerability landscape. • The scanner should notify users of scan results via email or other notification mechanisms.			
Audit Trail and Logging	• The system should maintain an audit trail of all activities, including vulnerability scans, remediation actions, system updates and user access. • It should log relevant information			

Schedule C - SIEM with SOC services

The City has identified the need to improve the City's incident management and response processes in order to protect the City's information and maintain confidentiality, integrity and availability of all citizen and related data.

The City has an existing investment in an on premise SIEM solution that provides real-time event processing and correlation of security events. The current environment has been sized for 15426 events per second, with receivers, logging devices, enterprise security managers in a high availability configuration. The current environment is end of life in June 2025.

The preference is for a service provider to provide a co-managed service together with the City's Security Operations Centre. However, the City retains the right to choose between an on-premise SIEM or service provider hosted SIEM.

Please note that the City has selected Microsoft 365 E5 licensing in order to deliver on the City's Productivity solution requirements. This also includes Azure Active Directory. This licensing provides access to the Microsft SIEM solution for Microsoft based security products.

The SIEM solution should integrate with the new technologies related to the City's CAR program, some examples are:

- o Productivity - Microsoft 365
- o Identity Life Cycle management solution
- o API integration Solution
- o Future Cloud Applications

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/ No)
Ease of use	Provide a UX that assumes a high level of security monitoring maturity, with workflows and operational models that are efficient • Includes roles and access control, dashboard and reporting features and functionality, and flexibility to add and customize these features, as required by the users and administrators.		
Architecture and Deployment	• Integrate with the City's existing ICT infrastructure and application environments considering the City's Two Data Centre strategy. • Future integration with Cloud applications yet to be selected including ITSM, CRM, HCM, SCM		
Data Sources	• Events are processed and correlated in real-time across from multiple sources in order to provide relevant contextual information • How events are analysed and categorized over a short to long term basis in order to identify threats and attacks • Palo Alto Panorama management console • Microsoft Active Directory • Microsoft Active Directory DNS • Microsoft Windows Event Forwarding (WEF) • Microsoft Defender • Microsoft Defender for Cloud Apps • Microsoft Purview DLP • Extreme Networks switches • Citrix ADCs • Microsoft SQL databases • Oracle databases • Apache web servers • AIX • SUSE Linux Enterprise Server • Red Hat Enterprise Linux • CentOS • Oracle Linux • Rocky Linux • Tenable.SC Vulnerability Manager • Tenable.IO		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/No)
Content	• The mapping of data, techniques and incidents to the MITRE ATT&CK framework. • Operating system information or events will be ingested and processed through the IT SIEM • Network traffic from the Internet can be analysed to detect malicious traffic to City website and internal services. • The solution must perform profiling in order to identify potential risks from users, devices and data • Collect and analyse data in order to identify malicious behavior, ensure compliance, generate reports, and effectively respond to identified issues. • Subscribe to Threats feeds and various security Content packs • User and Entity Behavior Analytics (UEBA), as a built-in feature of the SIEM solution or add-on • Regular and real-time analytics • Creation and maintenance of investigation and response playbooks, senior-executive-level, risk-based dashboards and support for threat-hunting processes.		
Log Management	• Network traffic within the City's Data Centre's must be analysed to detect malicious traffic • Live (hot) log retention period of a minimum of 12 months • Antivirus information or events be ingested and processed through the SIEM • All firewall and IPS information or events to be ingested and processed through the SIEM • All switching and routing formation or events to be ingested and processed through the SIEM • Active Directory, Azure AD, ILM-Idp,SAML,SSO information or events will be ingested and processed through the IT SIEM • SCOM information or events will be ingested and processed through the SIEM • All Windows Event Forwarding (WEF) for Windows servers and clients and will be ingested and processed through the SIEM		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/ No)
	• All SAP information or events to be ingested and processed through the SIEM • All databases information or events will be ingested and processed through the SIEM • All proxy server information or events will be ingested and processed through the SIEM • The SIEM solution to integrate with the City's Data Loss Prevention solutions		
Cloud Applications-CASB	• The SIEM solution to integrate with the current and proposed CASB solutions including the ability to cater for the future Cloud product expansion and advanced features • The SIEM solution to integrate with the Microsoft Defender XDR solution • The SIEM solution to integrate with the City's Microsoft Data Loss Prevention solution		
Compatibility	• Offer rich, robust sets of integrations, connectors, parsers and even additional content, such as analytics and/or response capabilities.		
Integration	• Ability to work bidirectionally with third-party toolsets, both security- and nonsecurity-focused. • Ability to integrate, as well as send and retrieve information from such systems, and track and manage the status of workflows in such systems • Support data capture and analysis from heterogeneous, third-party sources (i.e., sources other than the SIEM vendor's own products and SaaS). These include market-leading network technologies, endpoints, servers, and cloud (infrastructure as a service [IaaS] or SaaS) and business applications. • SIEM agent coexistence with SCOM agent on the same server		
Use Cases	• Out-of-the-Box Use Cases - cases for threat-monitoring (e.g., ransomware and business email compromise), compliance (such as PCI DSS, HIPAA, and POPIA), and specific best practices or frameworks (e.g.,		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/No)
	NIST Cybersecurity Framework,CIS standards and ISO 27001). • Customizable Use Cases - to support environments with challenges, such as distributed geographies and multiple/hybrid environments for data collection from customized sources, high volumes and API integration requirements. • Threat Detection, Investigation and Response - integrated, bidirectional, communications driven approach to complementary security operations capabilities (e.g., EDR, NDR, UEBA, SOAR and XDR) and require a platform that can act as a "workbench" for security operations which include the design and implementation of new analytical or rule-based detection capabilities, provide investigational tools for managing threat hunting, red team versus blue team exercises, and integrated response capabilities to enable immediate threat mitigation from the security operations team. • Honeypot services with threat detection		
SOC	▪ Monitoring and Alerting of threats and vulnerabilities ▪ incident response and recovery (triage) ▪ Threat Hunting ▪ Mitigating threats and vulnerabilities, Security and virtual patching. ▪ Threat intelligence including context per alert ▪ Provide remediation plans ▪ Compliance management and data protection ▪ Produce management and operational reports. ▪ Provide monthly health status reports ▪ Manage and modify existing use cases and creating of new use cases as needed. ▪ Complete regular SOC audits. ▪ 24x7x365 service and support ▪ Create and mature playbooks and run books		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/No)
	▪ Red, Blue, Purple team simulations on request. ▪ Analyse indicators of compromise, and generate actionable insights for faster and more effective incident resolution. ▪ Lessons learnt from previous on boarding of clients and new implementations ▪ On demand reporting from live data for continuous improvement.		
SOAR	• User-friendly interface for creating and managing automated workflows and playbooks. • Capabilities to streamline and automate incident response processes. • Integrate with all standard security technologies. • automate manual and repetitive security tasks • automate incident response actions, enrichment of security data, threat hunting, and other routine processes. • Improve overall security posture of the City of Cape Town • Incident response • facilitates incident response by providing a unified interface for security analysts to investigate, triage, and respond to security incidents • Analyse indicators of compromise, and generate actionable insights for faster and more effective incident resolution. • Case Management: provide a consolidated view of ongoing investigations, notes, and communication • integrate with external threat intelligence feeds • proper documentation of security incidents. • Reporting and Metrics: generate metrics, dashboards, and reports that track incident response times, automation efficiencies, and overall security posture, providing insights for continuous improvement.		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/ No)
Professional Services	▪ Assess SIEM environment to identify existing gaps and provide recommendations. ▪ Threat intelligence ▪ Provide remediation plans ▪ Compliance management and data protection ▪ Produce management and operational reports. ▪ Provide monthly health status reports ▪ Manage and modify existing use cases and creating of new use cases as needed. ▪ Create and mature playbooks and runbooks • Red, Blue, Purple team simulations on request. • Provide services of a lead auditor for ISO 27001		
MSSP	• Refer to SIEM, SOC, Professional services and SOAR categories above		
SIEM as a Service	• Log Management with 12 months Live Log Retention • Platform Administration • Daily Health Check Reporting • Activeboards (Real-Time Dashboards) • Collaboration Integrations • SecOps DFIR Triaging • SecOps DFIR Entity Analytics • Compliance Use Cases		
SOC as a Service	• Basic service to Enterprise level • 8x5 SLA based Detect & Notify • 24x7x365 SLA based Detect & Notify • Active Threat Hunting and Advisory • Threat Intelligence Management • Incident Response Management • Daily Threat Benchmark Reporting • Weekly SLA Benchmark Reporting • Monthly Executive Reporting • Compliance Reporting		
SOAR as A Service	• integrations • content packs • Workflow automations for active response • Security-focused automated case management		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/No)
	• Threat intelligence management • Network security automation • Machine-Learning based playbooks • Scheduled reporting • consolidated dashboards for Incidents, SLA and collaboration • Use Case Development and Implementation on SOAR • Co-Managed administration for SOAR • Compliance Use Cases		
Managed Extended Detection and Response (MXDR) as a service	• Have the ability to overlay SOC services over XDR solution • Augment and optimize threat detection, investigation, response, and hunting across an ecosystem or entire ecosystem.		
Digital Forensic Incident Response Services (DFIR)	• DFIR services on an ad hoc basis • Incident Identification and Classification • Incident Containment and Mitigation • Forensic Evidence Preservation • Forensic Analysis • Root Cause Analysis • Incident Remediation and Recovery • Reporting and Documentation including a comprehensive overview of the incident, including the actions taken, the findings, the extent of the damage, and recommendations for improving security posture		
Incident Response and Cyber Emergency response Unit as a service	• Breach and Attack Simulation • Incident Response Readiness Assessments • Rapid Breach Response • Managed Extended Detection and Response • Emergencies dealing with breaches • Incident response based on NIST frameworks		
All in One SOC as a service	• Inclusive of SIEM, SOC,SOAR, Incident Response including Cyber Emergency Response Unit, Managed Extended Detection and Response, Digital Forensic Incident Response Services services AS A Service.		

Core Functional Requirement Category	Core Functional Requirement	Comment	Comply (Yes/Partial/No)
Platforms and service selection	• Provide hybrid offerings inclusive of physical, Virtual, Cloud based solutions • Provide Hybrid offerings related to Hardware, Licensing and services.		

Acronym

SIEM	Security information and event management
SOAR	Security orchestration, automation and response
EDR	Endpoint detection and response
XDR	eXtended Detection and Response
UEBA	User and entity behavior analytics
SOAR	Security orchestration, automation and response
SOC	Security operations center
NDR	Network detection and response
DFIR	Digital Forensic Incident Response Services

Schedule D - Data Loss Prevention

Background and Requirements

The City will license the Microsoft Data Loss Prevention solution as part of the City's Productivity project. This functionality is included in the Microsoft 365 E5 licensing.

Schedule E - Anti-malware

The City will license the Microsoft anti-malware solution as part of the City's Productivity project. This functionality is included in the Microsoft 365 E5 licensing.

Schedule F - Security assessment services

From time to time the City of Cape Town undertakes an independent security assessment or penetration test of application services. This to ensure that the City's ICT infrastructure has been securely configured. These assessments are primarily performed from the Internet with skilled credible service providers.

Currently the City does perform automated security assessments of Internet application services using a vulnerability management tool. The intention is for the successful service providers to demonstrate that they possess the necessary skills and experience to perform an in depth security assessment, over and above automated tools.

Security assessments must cover a comprehensive evaluation of the City's network, systems, applications, and infrastructure. The purpose is to identify potential vulnerabilities that could be exploited by malicious actors, simulate real-world attack scenarios, and provide actionable recommendations to enhance security posture.

Service providers must possess the necessary skills and experience to perform security assessments for SAP Portal, Microsoft SharePoint, and Microsoft Active Directory where required by the City.

The City uses Microsoft SharePoint, Internet Information Services, Apache HTTP servers as well as custom developed applications.

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment
Security assessment service – Microsoft SharePoint	- Assessments of City's Internet website www.capetown.gov.za - Assessments of City's Intranet website cityweb.capetown.gov.za & cityhub.capetown.gov.za - Authentication and authorization mechanisms - User access controls and permissions - Data protection and confidentiality measures - Configuration settings and access controls - Integration with other systems and services - Third-party add-ons and customizations - Network communication and data transmission security		
Security assessment service – Microsoft Active Directory	- Active Directory 2012 R2 and Active Directory 2019 and later - User and group management - Authentication mechanisms (e.g., LDAP, Kerberos) - Password policies and controls - Access controls and permissions - Active Directory configurations - Trust relationships with other domains - Group Policy configurations - Security auditing and event logging		

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/No)	Comment
Security assessment service – Microsoft Azure Active Directory	• Azure Active Directory • User authentication and authorization • Azure AD configuration and settings • Role-based access control (RBAC) • Conditional access policies • Azure AD Connect and federation • Azure AD security features		
Security assessment service – SAP Portal	• City E-Services external Portal for citizens • City SAP internal Portal for staff • User authentication and authorization • Role-based access controls (RBAC) • Configuration settings and access controls • Single Sign-On (SSO) mechanisms • Web application security (e.g., input validation, session management) • Integration with other SAP systems and external services • Data protection and confidentiality measures • Network communication and data transmission security		
Security assessment service – API's	• Authentication and authorization mechanisms • Input validation and parameter sanitization • Secure communication protocols (e.g., HTTPS, TLS) • Rate limiting and throttling • Audit and logging mechanisms • Error handling and exception management • Data encryption and confidentiality measures • Secure storage of sensitive information		
Testing Methodology	Reconnaissance: • Gathering information about the target systems and services • Identifying potential attack vectors and entry points		

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment
	• Profiling users and groups associated with the services		
Testing Methodology	Vulnerability Scanning: • Conducting automated vulnerability scans to identify known weaknesses • Identifying misconfigurations and outdated software versions • Assessing compliance with security best practices		
Testing Methodology	Exploitation: • Attempting to exploit discovered vulnerabilities • Simulating real-world attack scenarios • Testing the effectiveness of security controls and countermeasures		
Testing Methodology	Post-Exploitation: • Assessing the impact of successful exploits • Privilege escalation attempts • Data exfiltration and manipulation tests • Evaluating the resilience of the systems and services		
Reporting	Presentation to management and technical staff of draft report • Review draft report with City SME's to confirm findings and severity • Adjust report based upon feedback and evidence • Present in person at the City of Cape Town office and/or virtually Penetration Testing Report: • Detailed findings and vulnerabilities identified • Severity ratings and risk prioritization • Recommendations for remediation and risk mitigation • Actionable steps to enhance security controls		

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment
	Executive Summary: • High-level overview of the assessment findings • Key vulnerabilities and risks highlighted • Recommended strategic security measures Technical Documentation: • Detailed technical information on discovered vulnerabilities • Step-by-step exploit scenarios (where applicable)		
Skills and certifications	Relevant certifications. Examples only listed below. Others may apply. • Certified Information Systems Security Professional • Certified Ethical Hacker • Offensive Security Certified Professional • GIAC Web Application Penetration Tester • CREST Certified Simulated Attack Specialist • CREST Certified Infrastructure Tester • CREST Certified Web Application Tester • CREST Registered Tester • CREST Certified Tester		

Schedule G - Cloud Access Service Broker

The City will license the Microsoft Cloud Access Service Broker and related Cloud Security solution as part of the City's Productivity project. This functionality is included in the Microsoft 365 E5 licensing.

Schedule H - Security awareness training platform

Background

The City currently utilises the Trend Micro Phish Insights service in order to perform phishing assessments and computer based training for staff. The City seeks to empower staff both in the work and home environment to make informed decisions how to operate in a secure manner. This includes the office environment, home or remote work environment and when using technologies such as email and Internet. As the City starts to adopt more Cloud based services, staff need to be empowered to operate securely without fear.

Refer to clause 2.3.7.2 of Conditions of tender when completing the table.

Core Functional Requirement Category	Core Functional Requirement	Comply (Yes/Partial/ No)	Comment
Phishing simulations	Able to stagger email deployment to an estimated 30 000 City staff		
	Fully customisable phishing simulations (message, landing page, images, links and addresses)		
Ransomware Simulations	Report on the opening of the attachment file		
	Fully customisable ransomware simulations (message, different file types, images, addresses, ransomware message on opening the file)		
Business Email Compromise	Test susceptibility to common business email compromise attacks		
	Training to be provided immediately after assessment, where assessment has failed		
Cybersecurity Training	All courses must offer quiz questions and track user scoring.		
	Training material must include video and audio content for various training modules.		
	Variety of common training modules, at a minimum must provide training on: • Passwords • Phishing • Spear Phishing • Social Engineering • Malware • Ransomware • Cybercrime • Privacy • Email & Internet Risks		
	Includes curent and future content		
	Choice between animated or non-animated content		
	Develop Cybersecurity courses on request		
Public Content	Provide newsletters and content that the City may publish or distribute to the public via the City's website or pamplets		

Outlook button	Use of a Phishing button in Microsoft Outlook to report suspicious email		
	Use of a Phishing button in Microsoft Outlook Web Access to report suspicious email		
	Button must be able to forward to another email address and delete the message.		
	Customisable rules for button and wording (including prompt wording, thank you for reporting etc and own branding logo.)		
	Must have ability to add prefix to the subject line to distinguish email from the button (e.g. Button _<original subject>)		
	Ability to have branded icon for button		
Reporting	Pull reports for departments / Directorates based on risk and training progress		
	Risky users (more susceptible), risk indicator		
	Track user progress on modules		
	Ability to track who reported suspicious emails (linked to user email address)		
General	Active Directory and Azure Active Directory integration		
	Content available in English		
	South Africa cultural context / flavour / representative		
	Vendor to provide service and support if/when required		
	Provide an Android /iPhone app to the user portal. Where the user could view training modules / new scams / tips / training / answer questions etc.		
Managed Security awareness services	Supplier must provide support services for any product queries.		
	Provision of security awareness campaign Services e.g. Handing out of goodie bags and pamphlets		
	Provision of physical or virtual prize items or vouchers e.g. Electronic Vouchers (R300) including handling fee , Electronic Vouchers (5300) including handling fee		
	Managing the campaign / schedule / logistics		
	Supplier may need to travel within the boundaries of the City of Cape Town		

	Mileage may be claimed as per the prevailing AA rates		
	Marketing items to be provided (branded rollup banners, posters, wall banner, flyers, booklets)		
	Branded 'goodie bag' containing branded items such as: • Pen • Ruler • Peak cap • Cell phone cradle • Laptop webcam cover Or equivalent items		