

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9.1	Page 1 of 101

TENDER NO: 095S/2023/24**TENDER DESCRIPTION: MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN
CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM****CONTRACT PERIOD: FROM COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2027**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 05 December 2023**CLOSING TIME:** 10:00 a.m.**TENDER BOX
NUMBER:** 154**TENDER FEE:** R200

Non-refundable tender fee payable to City Clarification 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

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VOLUME 1: THE TENDER

(1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	03 November 2023
SITE VISIT/CLARIFICATION MEETING	:	17 November 2023, at 10:00 Non- compulsory, but Strongly Recommended Briefing Meeting
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Skype for Business Meeting https://meet.capetown.gov.za/fabiaetumeleng.seke/se/6CYDBNW2
TENDER BOX & ADDRESS	:	<p>Tender Box as per front cover at the Tender &Quotation Boxes Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</p> <p>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. 095S/2023/24: MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM", 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.</p> <p>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.</p>

CCT TENDER REPRESENTATIVE

Project Manager: Kochiwe Miti
Email: KochiweNerissa.Miti@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, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

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 a single tenderer for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all. A Standby supplier will be identified at the time of awarding the bid, and will be considered for award should the contract be terminated for any reason whatsoever.

The contract period shall be from the commencement date of the contract to 30 June 2027.

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

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 in 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 due diligence assurance provider and the 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 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 Minimum score for functionality

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

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

Item No.	Evaluation Criteria	Applicable values/points
1	Technical maintenance and support on contracts related to an automated ticketing system.	40
2	Development or maintenance projects or contracts involving GIS integration	40
3	Experience in development or maintenance of a system built on required programming language	20
	Total	100

Details of points allocated per criterion:

Criterion 1. Technical maintenance and support related to ticketing Systems (40 Points)		
INDICATOR	Evaluation Criteria for Relevant Experience: (number of project or contracts successfully completed by the tenderer)	POINTS
1	Zero relevant projects or contracts	0
2	1 No. relevant projects or contracts	20
3	2 No's or more relevant projects or contracts	40
<p>Tenderers must demonstrate that they have successfully completed or completed at least 1 year of a relevant project or contract to score points on this criteria.</p> <p>It is noted that only specific projects matching the relevant project or contract criteria below will be considered in terms of scoring functionality. Completion certificate, appointment letter or client reference letter along with contactable references must be provided for each project or contract listed and included in the tender submission or within the seven (7) days of request.</p> <p>Project or contract criteria:</p> <ul style="list-style-type: none"> i. Automated ticketing system and; ii. Contract completed within the last 10 years and; iii. Technical support or system maintenance <p>Functionality points will be awarded as per the table above.</p> <p>In the case of Joint Ventures each member of the JV will be required to provide information about their relevant experience.</p> <p>A detailed list of successfully completed projects must be completed in Volume 2: Schedule 13a, Schedule of Tenderer Relevant Experience.</p>		

Criterion 2. Development or maintenance projects or contracts involving GIS integration (40 Points)

INDICATOR	Evaluation Criteria for Relevant Experience: (number of project or contracts successfully completed by the tenderer)	POINTS
1	Zero relevant projects or contracts	0
2	1 No. relevant projects or contracts	20
3	2 No's or more relevant projects or contracts	40

Tenderers must demonstrate that they have successfully **completed** or completed at least 1 year of a relevant project or contract to score points on this criteria.

It is noted that only specific projects matching the relevant project or contract criteria below will be considered in terms of scoring functionality. **Completion certificate, appointment letter or client reference letter along with contactable references must be provided for each project or contract listed and included in the tender submission or within the seven (7) days of request.**

Project or contract criteria:

- i. Development or maintenance of a system that involves Application Programming Interface (API) with a Geographic Information System (GIS) software package and;
- ii. Completed within the last 10 years

Functionality points will be awarded as per the table above. Functionality points will be awarded as per the table above.

In the case of Joint Ventures each member of the JV will be required to provide information about their relevant experience.

A detailed list of successfully completed projects must be completed in **Volume 2: Schedule 13b Schedule of Tenderer Relevant Experience.**

Criterion 3. Experience in development or maintenance of a system built on the required platforms (20 Points)

INDICATOR	Evaluation Criteria for Relevant Experience: (number of project or contracts successfully completed by the tenderer)	POINTS
1	Zero relevant projects or contracts	0
2	1 No. relevant projects or contracts	10
3	2 No's or more relevant projects or contracts	20

Tenderers must demonstrate that they have successfully **completed** or completed at least 1 year of a relevant project or contract to score points on this criteria.

It is noted that only specific projects matching the relevant project or contract criteria below will be considered in terms of scoring functionality. **Completion certificate, appointment letter or client reference letter along with contactable references must be provided for each project or contract listed and included in the tender submission or within the seven (7) days of request.**

Project or contract criteria:

- i. Development or maintenance of system built on Google Angular (version 2.0 or later) or;
- ii. Development or maintenance of system built on Microsoft C#.Net Core (1.0 or later) or;
- iii. Development or maintenance of system built on Microsoft Typescript (version 1.8 or later).

Functionality points will be awarded as per the table above.

Functionality points will be awarded as per the table above

In the case of Joint Ventures each member of the JV will be required to provide information about their relevant experience.

A detailed list of successfully completed projects must be completed in **Volume 2: Schedule 13c Schedule of Tenderer Relevant Experience.**

The minimum qualifying score for functionality is **60** out of a maximum of **100**. Provided it meets the specific requirements of each criteria, a single project can be used to score points across two or more functionality areas.

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 (Schedule 13a, 13b and 13c) 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.

2.2.1.1.4 Provision of samples

No samples are required for this tender.

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 conditions.

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, unless the required extension is as a result of an appeal process or court ruling.

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:

2.2.19.1. Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

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

2.2.19.2 Evidence of Tax Compliance

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

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

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 tender sum / amount 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 80/20 preference point system will apply to this tender.

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

Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

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

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

Table B1: Awards above R200 000 and up to R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (80/20) <i>Equal/ below R50 mil</i>	Evidence
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of</i>			
1	Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 points 0% women ownership = 0 points	5	<ul style="list-style-type: none"> Company Registration Certification Central Supplier Database report
2	Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 points 0% black ownership = 0 points	5	<ul style="list-style-type: none"> B-BBEE certificate; Company Registration Certification Central Supplier Database report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points	3	<ul style="list-style-type: none"> Proof of disability Company Registration Certification
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>			
4	Promotion of Micro and Small Enterprises <i>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)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	7	<ul style="list-style-type: none"> B-BBEE status level of contributor; South African owned enterprises; Financial Statement to determine annual turnover
	Total points	20	

*Ownership: main tendering entity

2.3.10.4 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 a 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			
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TENDER NO: 095S/2023/24

**TENDER DESCRIPTION: MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN
CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM**

CONTRACT PERIOD: FROM COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2027

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No

(4) FORM OF OFFER AND ACCEPTANCE

**TENDER No: 095S/2023/24 - MAINTENANCE AND SUPPORT OF THE
CITY OF CAPE TOWN CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE
MANAGEMENT SYSTEM**

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

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER No: 095S/2023/24 - MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM 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

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the 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 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. If CCT requires any on premise works, the tenderer will be reimbursed for travel and accommodation costs as follows:
 - 5.3.1 Mileage will be reimbursed at the latest prescribed SARS rate per kilometre and will only cover the area within City of Cape Town borders.
 - 5.3.2 Accommodation and domestic air travel will be reimbursed at cost in accordance with Policy Directive 11 and 12 respectively of the City of Cape Town Travel Management Policy.
- 5.6 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.7 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.
- 5.8 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.**
- 5.9 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.10 The rates set out in the table below (Schedule A) are for the maintenance and support of the CCT Wayleave Management System software, including patching, for the duration of the contract. The price is the rate that will appear on the award letter to the successful bidder. If the price includes licencing based on other currencies, it should be clearly stated in the bid response so that the Rate of Exchange fluctuation may be accounted for. The tenderer must supply yearly rates for all three years of the tender.
- 5.11 Please provide labour rates for the personnel required in the table below. The per hour rates stated in The Price will appear on the award letter to the successful bidder. All prices to exclude VAT.

INITIALS OF CITY OFFICIALS		
1	2	3

**SCHEDULE A: MAINTENANCE AND SUPPORT OF THE DIGITAL WAYLEAVE
MANAGEMENT SYSTEM OVER THE CONTRACT PERIOD & AD-HOC LABOUR COSTS
FOR CUSTOMISATION**

ITEM	DESCRIPTION	UNIT	PRICE	PRICE	PRICE
			Year 1 Commencement date till month 12	Year 2 Month 13 to month 24	Year 3 Month 25 to contract end
A1	Monthly maintenance and support fee, including patches, bug-fixes and OSM support	Per Month	R	R	R
A2	Project Manager	Per Hour	R	R	R
A3	Junior IT Engineer/ Programmer/Developer	Per Hour	R	R	R
A4	Senior IT Engineer/ Programmer/Developer	Per Hour	R	R	R
A5	Business Analyst	Per Hour	R	R	R
A6	Training Facilitation: On-site	Per Day	R	R	R
A7	Training Facilitation: Remote	Per Day	R	R	R
A8	Accommodation	Reimbursed at cost in accordance with Policy Directive 12 of the City of Cape Town Travel Management Policy			
A9	Domestic Air Travel	Reimbursed at cost in accordance with Policy Directive 11 of the City of Cape Town Travel Management Policy			
A10	Mileage within City of Cape Town borders	Reimbursed at latest prescribed SARS rate per km			

(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:

On behalf of the tenderer (duly authorised)

Date

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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Gender	5	
Race	5	
Disability	3	
Promotion of Micro and Small Enterprises	7	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. 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]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the 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;
 - (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 or 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:
On behalf of the tenderer (duly authorised)

Date

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

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 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:
On behalf of the tenderer (duly authorised)

Date

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

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>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?</p> <p>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.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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:
 On behalf of the tenderer (duly authorised)

 Date

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:
On behalf of the tenderer (duly authorised)

Date

**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 **095S/2023/24 - MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM** 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 consortium¹ 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 Used.

Schedule 11: List Of Other Documents Attached By Tenderer

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature
Print name:

Date

On behalf of the tenderer (duly authorised)

Schedule 12: 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 13: Information to be provided with the tender

Schedule 13A: Technical Maintenance and Support related to ticketing systems (40 Points)

The tenderer shall insert in the spaces provided below a list of similar completed contracts OR similar contracts of which at least one year has been completed

Refer to the clause on demonstrated experience of the tenderer in the Minimum score for functionality, as per the conditions of tender clause 2.2.1.1.3.

DESCRIPTION OF WORKS COMPLETED	PROJECT ATTRIBUTES (CHECK APPLICABLE)	PROJECT OR CONTRACT START AND END DATES	CLIENT, CONTACT PERSON* AND CONTACT NUMBER	DOCUMENTARY PROOF ATTACHED (YES/NO)
	<input type="checkbox"/> AUTOMATED TICKETING SYSTEM <input type="checkbox"/> TECHNICAL SUPPORT OR SYSTEM MAINTENANCE <input type="checkbox"/> COMPLETED WITHIN THE LAST 10 YEARS			
	<input type="checkbox"/> AUTOMATED TICKETING SYSTEM <input type="checkbox"/> TECHNICAL SUPPORT OR SYSTEM MAINTENANCE <input type="checkbox"/> COMPLETED WITHIN THE LAST 10 YEARS			
	<input type="checkbox"/> AUTOMATED TICKETING SYSTEM <input type="checkbox"/> TECHNICAL SUPPORT OR SYSTEM MAINTENANCE <input type="checkbox"/> COMPLETED WITHIN THE LAST 10 YEARS			

* Give the name and contact number of the responsible person(s) acting for the listed client and who will be able to verify the accuracy of the information provided

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

Schedule 13B: Development or maintenance projects or contracts involving GIS integration (40 Points)

The tenderer shall insert in the spaces provided below a list of similar completed contracts OR similar contracts of which at least one year has been completed.

Refer to the clause on demonstrated experience of the tenderer in the Minimum score for functionality, as per the conditions of tender clause 2.2.1.1.3.

DESCRIPTION OF WORKS COMPLETED	PROJECT ATTRIBUTES (CHECK APPLICABLE)	PROJECT OR CONTRACT START AND END DATES	CLIENT, CONTACT PERSON* AND CONTACT NUMBER	DOCUMENTARY PROOF ATTACHED (Yes/No)
	<input type="checkbox"/> API WITH GIS SOFTWARE <input type="checkbox"/> COMPLETED WITHIN THE LAST 10 YEARS			
	<input type="checkbox"/> API WITH GIS SOFTWARE <input type="checkbox"/> COMPLETED WITHIN THE LAST 10 YEARS			
	<input type="checkbox"/> API WITH GIS SOFTWARE <input type="checkbox"/> COMPLETED WITHIN THE LAST 10 YEARS			

*** Give the name and contact number of the responsible person(s) acting for the listed client and who will be able to verify the accuracy of the information provided**

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

Schedule 13C: Experience in development or maintenance of a system built on the required platforms (20 Points)

The tenderer shall insert in the spaces provided below a list of similar completed contracts OR similar contracts of which at least one year has been completed.


Refer to the clause on demonstrated experience of the tenderer in the Minimum score for functionality, as per the conditions of tender clause 2.2.1.1.3.

DESCRIPTION OF WORKS COMPLETED	PROJECT ATTRIBUTES (CHECK APPLICABLE)	PROJECT OR CONTRACT START AND END DATES	CLIENT, CONTACT PERSON* AND CONTACT NUMBER	DOCUMENTARY PROOF ATTACHED (Yes/No)
	<input type="checkbox"/> GOOGLE ANGULAR VERSION 2.0 OR LATER <input type="checkbox"/> MICROSOFT C#.NET CORE 1.0 OR LATER <input type="checkbox"/> MICROSOFT TYPESCRIPT VERSION 1.8 OR LATER			
	<input type="checkbox"/> GOOGLE ANGULAR VERSION 2.0 OR LATER <input type="checkbox"/> MICROSOFT C#.NET CORE 1.0 OR LATER <input type="checkbox"/> MICROSOFT TYPESCRIPT VERSION 1.8 OR LATER			
	<input type="checkbox"/> GOOGLE ANGULAR VERSION 2.0 OR LATER <input type="checkbox"/> MICROSOFT C#.NET CORE 1.0 OR LATER <input type="checkbox"/> MICROSOFT TYPESCRIPT VERSION 1.8 OR LATER			

* Give the name and contact number of the responsible person(s) acting for the listed client and who will be able to verify the accuracy of the information provided

Number of sheets appended by the tenderer to this Schedule (If nil, enter NIL).

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: 8	Page 1 of 101

TENDER NO: 095S/2023/24

**TENDER DESCRIPTION: MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN
CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM**

CONTRACT PERIOD: FROM COMMENCEMENT OF CONTRACT UNTIL 30 JUNE 2027

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

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

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

7. Performance Security

Delete clause 7.1 and replace with the following:

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

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

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

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

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

15. Warranty

Add after Clause 15.5

15.6 These conditions apply to software products received and this clause should be read in conjunction with clause 13.6.3.3 Warranty of the specifications.

16. Payment

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.

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 of 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. Prices

Add the following after clause 17.1

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

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

- 17.4 The prices for the goods delivered and services performed shall **NOT** be subject to contract price adjustment.

- 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.

17.6 All prices tendered must include 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. If CCT requires any on premise works, the tenderer will be reimbursed for travel costs as follows:

17.6.1 Mileage will be reimbursed at the latest prescribed SARS rate per kilometre and will only cover the area within City of Cape Town borders.

17.6.2 Accommodation and domestic air travel will be reimbursed at cost in accordance with Policy Directive 11 and 12 respectively of the City of Cape Town Travel Management Policy.

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

17.6.4 Prior to making any travel arrangements, estimates and details must be submitted to CCT for approval.

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve 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 Supplier is required to maintain a level of performance specified in section 13.6.4 in the Performance Management Metrics. Failure to do so will incur one (1) Grief Point for every instance of non-conformance.

The Purchaser will maintain a record of Grief Points for every calendar month. A Performance Penalty will be incurred at a rate of 1% of the monthly support and maintenance fee (Item A1 Pricing Schedule) for every Grief Point incurred in the applicable calendar month where the number of Grief Points incurred exceeds five (5). The maximum penalty per calendar month is limited to 10% of the monthly support and maintenance fee (Item A1 Pricing Schedule).

Number of Grief Points incurred in a calendar month	Performance Penalty
1-4 Grief Points	0 %
5 Grief Points	5 %
6 Grief Points	6%
7 Grief Points	7%
8 Grief Points	8%
9 Grief Points	9%
10 Grief Points	10%

- 22.2 The Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract

price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, 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.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 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:

1.1 National Banks

ABSA Bank Limited
Firststrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited
Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
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/Mandatory/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 aton the.....day of.....20....

Witness

Mandatory

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.: 095S/2023/24**TENDER DESCRIPTION: MAINTENANCE AND SUPPORT OF THE CITY OF CAPE TOWN CENTRALISED, WEB-BASED, DIGITAL WAYLEAVE MANAGEMENT SYSTEM**

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)

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’

13.1 Business Background

A Wayleave is a legally binding, right of way agreement, where access to property is granted by the land owner / asset holder. The City of Cape Town is responsible for the administration of public owned land within its area of jurisdiction. As such, permission must be granted from CCT to all parties, before they may install utility services or infrastructure (even where such infrastructure is supplied by Council). This enables the responsible use of public assets by coordinating service installation, thereby minimising service clashes or collateral damage due to new installations or construction activities. This tender is for the maintenance and support of the existing digital Wayleave Management System (WLMS), as developed and installed by *Cyberfox CC*. The system is live to internal CCT stakeholders as well as the wider public. Internal users have the following roles within the system:

Role	Responsibility
Applicant	For inter-departmental wayleave applications.
Administrator	First human interaction with the application – assigns application to technical reviewer.
Technical Reviewer / Senior Reviewer	Reviews application and requests clarity if applicable. May include GIS technician. Provisionally approves application.
Approver	Final perusal and approval/rejection of application
Super User	Role assigned to the CCT Wayleave Centre. Oversee continuous improvement and knowledge management, support end-users, liaison between IS&T and end-users, manage customisations, create/update/delete profiles, overall organisational administration.

Public users are required to sign up and create a profile before they can proceed to upload application details and supporting documents. All public users are only profiled as *applicants*.

The following is a brief description of the system functions, followed by the most important technical specifications.

The system consists of five parts which are integrated into a single solution, so as to offer a seamless experience to both the external users/applicants as well as the internal applicants/reviewers/approvers. The five parts are defined by the different sets of functions that the system performs. These five parts are:

- Web portal (external and internal)
- GIS viewer
- Ticketing/lifecycle system
- ERP SAP system integration/API
- Mobile field tracking application

13.1.1 Web Portal (External)

The web portal is the external interface to the system and is accessible from the Internet. The portal opens with a splash page welcoming the user to the CCT WLMS. It then asks the user to register or login. As part of the registration step, the portal asks the new user to specify their details such as Name, Address, Company, ID number and Business Partner (BP) number. These details are associated with the user profile.

If the user does not already have a BP number to enter (this is usually assigned to a company), they are presented with a link to the CCT's existing portal where they can register as a CCT BP. Once the user has a valid BP number, they can continue with the registration process.

After the user has entered their personal details, they must also specify the name and contact details of the professional engineer overseeing the construction. Once the registration details have been entered, the integration API does a look up to the CCT BP database (DB) for validation. Upon confirmation of validity of the number, the portal stores the user's details in the local WLMS DB.

After the registered user has been logged in, they are given the options of either applying for a new wayleave, to track the progress of an existing wayleave previously applied for, to cancel an existing wayleave or to apply for Services Information.

The portal presents the applicant with a summary field to describe the works project in brief, including work type and work requirements. The user has to select certain scope of works from a drop-down box which then provides an automatic output as to whether the proposed works are classified as small, medium, large or emergency works, according to the CCT definition.

If the user selects the option to apply for a new wayleave, the portal asks the user to supply two sets of information: a GIS map indicating the proposed route and supporting documentation.

13.1.1.1 GIS Map

The GIS map is an interactive system as described in section 13.1.3.

13.1.1.2 Supporting Documentation

It is mandatory that the user upload at least the following information:

- a) Cover letter explaining the extent of the work
- b) Drawing showing the proposed route and detail regarding the trench cross section, number of pipes etc.
- c) A programme with proposed timelines (for large projects)
- d) Details regarding the professional engineer who is responsible for the construction (for external applications). This information will be used to populate a database to make future applications easier.
- e) Other documents that may be required by the CCT Line Directorates (LDs)

The accepted file formats is DWG, PDF, JPEG and DOCX. Once the user has entered their GIS information and uploaded the required documents, the portal presents the applicant with an invoice for the Application Fee, stating the amount required as well as a reference number that must be used for the payment, which may be made by EFT or at a cash office. Once the applicant has paid the fee and uploaded the proof of payment, the system confirms that a new application ticket has been created (displaying the number to the user), informs the user of the expected timelines and invites the user to either apply for another new wayleave, to manage the existing wayleaves already in the system, or to logout.

After the new wayleave application process has been concluded and a new ticket created, the user may login to the WLMS at any time to check on the progress of a wayleave. The portal displays the progress of the application/ticket, as reported by the Ticketing System (TS).

When the wayleave has been approved, the user may view and download the Wayleave Approval Pack (WAP), which is a standard set of documents auto-generated by the TS and is then directed to apply for the actual permit to dig. The user may then download the WAP.

If the wayleave has been rejected, the user may view or download the Wayleave Rejection Pack (WRP), which is a standard auto-generated document stating the reasons why the wayleave application has been rejected.

13.1.2 Web Portal (Internal)

The portal also functions as an interface to the internal users. The main body of users is the individual staff members from the particular Line Directorates (LDs) who need to consider the application and decide whether to either approve or reject it.

The usual use case is that once the staff member (reviewer) has been assigned a new application as a ticket and has accepted it, the WLMS displays the application on the reviewer's particular GIS background (see section 0). If there is no interference between the new application and the approver's existing infrastructure, the approver immediately sees this and can simply click the "approve" button on the portal and the TS marks the ticket as approved by that LD.

If, however, the application clearly crosses the existing LD infrastructure and cannot be allowed, the reviewer simply clicks the “reject” button and enters the reason for the rejection into a dialogue box, which will then be used to populate the WRP.

In the case where it is unclear whether the application is permissible or not, and seems to impact with existing infrastructure, the reviewer consults the detailed plans submitted by the applicant, which are attached to the ticket. Once the reviewer is sure whether existing infrastructure is impacted or not, they decide whether to click the “approve” or the “reject” button.

Where the application is unclear or not detailed enough, in which case the reviewer is not in a position to decide, they click on the third button - “clarify”, at which point the portal opens a dialogue box, giving the reviewer the opportunity to send the applicant a communication asking for clarification or more detail.

An alternate situation exists in the case where the proposed application route does not cross (nor potentially damage) the CCT infrastructure, but *does* enter an “exclusion zone” in the case of some directorates. These directorates will demand that a refundable deposit/guarantee be paid by the applicant *before* the wayleave application is approved. If the BP already has a guarantee in place to cover the proposed works, they enter the reference number into the portal. In such a case the reviewer then clicks the button “conditional approval”, after which the portal displays a dropdown box of the applicable fees/deposits. Once the reviewer has selected which fee is appropriate, and has either attached a standard document explaining the fees to the applicant or has entered specific information for the applicant (or both), the ticket is passed on and the reviewer moves onto the next one.

Once all the approval steps have been passed successfully, the application is marked as “conditionally approved”, and the applicant has to pay the specified fee/deposit before the wayleave is approved and the permit issued. At this stage, the portal presents the applicant with a second invoice stating the required amount to be paid by EFT or at a cash office, along with a reference number. Please note that an application may have several fees/deposits attached from several different LDs, and the final invoice presents a cumulative fee which has to be paid before the wayleave may be approved. The final approval is only given once the applicant has uploaded the proof of payment or has specified his guarantee details.

Any approver may, at a later time, access the WLMS and request to see the status of the application, including the GIS information overlaid on his particular GIS DB, the overall approval status of the application and any other information added to the ticket by their LD.

13.1.3 GIS Viewer

The GIS viewer is an interactive GIS platform that allows the applicant to draw the proposed route/area of interest of the Wayleave application on the CCT GIS land base containing the streets, sidewalks and erven information.

Although the application includes the uploaded planning drawing in either DWG, PDF, JPEG or DOCX format, the GIS information is displayed live, so that the LDs are able to determine at a glance whether their particular infrastructure is affected by the proposed.

The two main features of the WLMS that drastically improve the speed and accuracy of the Wayleave Management Process are:

- a) Display of the Wayleave application GIS data as a layer on top of the LD’s existing GIS DB so that the LD approver identifies at a glance whether or not the proposed route impacts on their infrastructure.
- b) The parallel nature of the wayleave process. This means that all impacted LD approvers review the application and decide whether to approve or reject, *at the same time*. The application is viewed by several approvers at the same time, even though each approver sees a different view, i.e. the application displayed on their particular GIS backdrop. No approver needs access to the GIS data of any other LD, although they may have access to that data, depending on how they customises their view.

From the perspective of the LD approver, the wayleave application either affects their LD’s infrastructure or not. This turns the approval of a wayleave application into a question that is answered by the approver within seconds.

The viewer thus has their own GIS DB consisting of the information added by the applicant (first set of data). They also have read access to the CCT land base DB (second set of data). This is a live DB link to the Corporate GIS land base DB.

The third set of GIS data is a live view of the particular approver's GIS DB, appropriately zoomed into the area of interest where the application area of interest is found. In this way the approver sees all three sets of GIS information simultaneously, enabling them to make a decision regarding the approval of the application.

It is not necessary for the approver to edit the application GIS data. It may be that the application falls right between two sets of CCT infrastructure, so if one approver suggests that the application be moved by a few metres, the change may now interfere with another LD's infrastructure. The nature of the parallel approval process dictates that the CCT as a whole either approves the wayleave or rejects it. If any particular LD approver rejects the wayleave, even if all other LDs approve of it, then the application is rejected.

Furthermore, it must be noted that some of the Line directorates and branches have divided the city into different districts, and therefore the GIS viewer distinguishes between the districts and only displays the relevant area and GIS data to the particular approver, depending on which directorate, branch and district that approver is responsible for.

The GIS data entered by the applicants is saved onto a new layer and integrated into the existing corporate GIS database. The GIS viewer also features the standard GIS functionality such as zoom in, zoom out, pan, select and a search box where the user can enter an address, ERF number or coordinates, which the viewer then zooms in to.

13.1.4 Ticketing/ Lifecycle System

The lifecycle of the application is managed as a ticket.

It is important to understand the functions of the three sets of stakeholders in the wayleave management process. The three sets of stakeholders are: the applicant, the Line Directorate approvers and the staff of the Engineering Management Branch (EMB) *Wayleave Centre of Excellence* (CoE).

- a) The applicant can only apply for a new wayleave, monitor the lifecycle of an existing application, or cancel it. In the case where the stated timelines for approval have been exceeded, the ticket will auto escalate to the CoE.
- b) The Line Directorates' approvers are of varying levels of seniority, with different levels of approval rights. If a junior approver has the authority to approve a certain application, they may proceed to approve or reject the application, after which the application ticket is closed in their branch and the approver moves onto the next ticket/application. If, however, the approver does not have sufficient approval rights for that particular application, they need to escalate the ticket to their senior approver, who will then take over the ticket for approval, relieving the junior of the ticket. If the approver needs clarification regarding the information supplied by the applicant, they communicate with the applicant directly using the in-built messaging system. If the approver requires a site visit for clarification before the application may be approved, they can organise such a site visit directly with the applicant, while the ticket is marked as "pending site clarification". The ticket remains with the approver until a decision has been made.
- c) The CoE staff owns the entire wayleave application process, but is only involved in a monitoring role. Applications proceed through the WLMS in an automated way, and are either approved or rejected by the LDs. The main cases for involvement by CoE staff are the following:
 - i. **Escalation from LDs in case of SLA breach:** The ticketing system keeps track of the time that each LD and each approver takes to process a ticket. If the permitted time is exceeded for any reason, the ticket automatically escalates to the approver's senior, up to and including the Director. If the ticket still remains unresolved at the Director's level and the permitted time has expired, the ticket automatically escalates to the CoE, which manages the SLA with that LD. Note that the ticket remains in the basket of the LD, but must now be marked as overdue and escalated.
 - ii. **System failure:** If the WLMS itself either fails or performs poorly, the TS allows the LDs to log a performance ticket with the CoE, who then contact the tendered service providers or IS&T itself to remedy the problem, depending on what it is.

- iii. **Confirmation of financial transactions:** The nature of the SAP financial system precludes the automatic confirmation of payments. Therefore, staff members of the CoE manually confirm that an uploaded proof of payment is valid, and will then advance the ticket accordingly. This also applies for confirming that the deposits have been refunded.

The other important aspect of the ticketing system is that each of the applicable Line Directorates have one (or several) ticket hoppers, from which the tickets get distributed. The hopper is a basket/buffer that all new application tickets are routed into, for each approval step. Depending on the preference of the directorate or branch, the incoming tickets are either auto-assigned to the list of approvers in that branch, or kept in the hopper until claimed by an approver. The SLA tracking function keeps track of the length of time each ticket is assigned to each hopper and approver in any case, and auto-escalates up the chain of authority, ending with the CoE in the event of an SLA breach.

The CoE has full access to the tracking statistics at all times and is able to compile a report thereof at the press of a button. The branch is able to access the statistics on an ongoing basis, so as to display the performance of each branch's approver team and the number of outstanding tickets etc., in a dashboard fashion.

Lastly, the TS sends out frequent updates to the applicant regarding the status and progress of the application. Typically, the user receives an update once a day if the status has changed during the last day and so, at the end of each day, the TS sends an update to the applicant via email to indicate how many steps (approvals) have been passed since the previous update.

When the final LD approval has been given, the TS immediately messages the applicant to indicate that the ticket is now awaiting payment. Similarly, if there is some problem with the application, such as it has been escalated or rejected, the TS updates the applicant.

Once the final Approval or Rejection has been given, the TS auto-generates the Wayleave Approval Pack, specifying the conditions under which the approval has been granted, or the Wayleave Rejection pack, specifying the reasons for rejection, as appropriate.

13.1.5 SAP ERP System Integration API

The WLMS has a limited level of integration with its ERP financial system (SAP). The two touch points between the WLMS and SAP are:

- a) **Business Partner (BP) signup/confirmation:** The first step in the application process is the registering of the new user onto the WLMS. The user has to have a valid BP number, usually assigned to a company, rather than an individual.
 - i. Users with a valid BP registration enter the BP number as part of the user sign-up process. The ERP integration API then queries the CCT SAP Business Partner DB and requests confirmation that the BP number is still valid. If the BP DB confirms, the sign-up process continues.
 - ii. If the user does not already have a BP number, they are directed to the SAP E-services portal where they are invited to sign up as a new BP. The WLMS sign-up/application process cannot be concluded until the ERP integration API has confirmed that the BP number is valid.

13.1.6 Mobile Field Tracking Solution

After the application has been approved and the WAP issued, the applicant is prompted to apply for a Construction Permit (Permit to Work). This application and the approval thereof are also processed on the WLMS. Once this final permit is approved, construction may commence. The ticket remains live, marked as "in construction" and its lifecycle will be tracked by the CCT construction approval staff and tracked on the mobile field tracking app.

Some of the Line directorates and branches need to oversee the construction work for which the wayleave was applied for. These branches are informed of when the construction starts, and must give final approval of the construction before the deposits are refunded, as failure to do this may result in the deposits being held back. In such a case, the applicant logs into the WLMS and proceeds to apply for a permit to work, stating when and where the work is expected to commence and end. The TS then informs the LD approvers, who have the option of attending the start of the construction in person.

The external website also allows mobile field tracking to enable those approvers to go to site and open up the wayleave application ticket, read all the documentation associated with it, view its GIS data on that reviewer's GIS backdrop, and make recommendations. Once the construction has been concluded, the approvers then use the Mobile App (MA) to submit their final approvals, and indicate whether the as-built information has been received and captured. The WLMS then collates the post construction approvals from all the approvers, issues departmental completion certificates and once it has confirmed that none are outstanding, issues a final completion certificate. It then communicates with the relevant financial staff in each involved LD that the project is concluded. In the case where the applicant has paid a refundable deposit, the TS will prompt the applicant that the refund may now be requested, and presents them with the necessary forms to fill in. After the applicant has uploaded the completed forms into the portal, the TS will prompt the LD financial staff, who then arrange for the deposit to be refunded. The TS will also keep track of the guarantees and inform all concerned parties at certain intervals to warn them that the guarantee period is expiring.

The last step in the process is when staff members indicate on the TS that the deposit refund has been requested, after which the CoE confirms that the deposit has been refunded. The ticket/application is then closed. Note that the WLMS stores all information regarding the ticket and the lifecycle on the local DB for a period of five years.

If one or more of the approvers indicate on the MA that the work has NOT proceeded as stipulated in the permit conditions, the WLMS communicates with the applicant that the construction has not complied and that a penalty may be payable. If the applicant then remedies the construction in line with the permit, the approver who held back his approval may visit the site again, log into the MA and submit his approval. The WLMS then communicates with the LD financial staff and indicates that the funds may be released.

If the applicant refuses to remedy the construction in line with the permit, the approver staff may decide to issue a penalty. The WLMS indicates this to the applicant and the portal issues a penalty invoice and presents it to the client. In the case of a deposit, the invoice will indicate the amount of the infringement penalty and that this will be subtracted from the deposit. In the case of a guarantee, the applicant may choose to pay the invoice directly, rather than risk the guarantee not being refunded, after which he will again have to upload the proof of payment to the portal.

13.2 Technical Specifications of the Existing System

The solution is delivered using Angular 14, IIS WEB Server, C# .Net core, Type Script. (Source code is propriety to Cyberfox as an existing system was modified to suit CCT environment)

Proprietary OSM software used:

- a) Microsoft SQL Server database
- b) ESRI JavaScript API.
- c) **All software is propriety to the respective owners.**

Integration:

- a) ESRI ArcGIS as GIS Component
- b) SAP for validation of BP number
- c) MS Exchange for email notifications

Licensing: Perpetual licensing for one site namely the City of Cape Town. No annual licence fees payable.

All the above Web Front Ends, applications and tools are adaptive (mobile friendly), and able to be used with ease on tablets and other mobile devices.

13.3 Support and Maintenance Requirements

This tender is for the maintenance and support of the existing digital Wayleave Management System (WLMS), as created and commissioned by *Cyberfox*. All elements of the System (as described in Sections 13.1 and 13.2) require ongoing maintenance to ensure that the System is up-to-date, allowing for continued optimal use by internal and external users.

13.3.1 Support and Maintenance

13.3.1.1 Maintenance works will include (but not be limited to) the following:

- a) Ensure optimal performance of System
- b) Ensure security protocols are maintained/enhanced

- c) Ensure continued compliance with CCT and any other web standards and regulations
- d) Bug fixes on existing and any subsequent components
- e) Feature updates
- f) Performance improvements
- g) Maintain ability of system to track application statistics (data analytics)
- h) All ongoing activities that aim to keep the entire application up-to-date, functional and error-free
- i) Ensure WLMS remains compatible with integrated components whenever enhancements are made to CCT applications
- j) Create/document a workflow that follows a systematic and standardised procedure for performing, documenting and reporting tasks.
- k) Monitor and measure WLMS performance using metrics/indicators that reflect quality, functionality and usability.
- l) Additional customisation of the existing Wayleave Management System. This may take the form of System Optimisation which includes the enhancing of System capabilities and possible integration of subsystem elements.

13.3.1.2 Support works will include (but not be limited to) the following:

- a) Technical assistance provided to users/clients/stakeholders (answering call centre queries, resolving issues, providing feedback)
- b) Improving user experience
- c) Protecting system from unexpected downtime
- d) Providing notifications of planned downtime for system maintenance (including downtime resulting from updates running on integrated CCT components)
- e) Detect, report on and correct system failure
- f) Operational support which may require after-hours updates

13.3.1.3 Training

- a) Provision of training and documentation related to any revised system functionality.
- b) In-person training to be provided on location at a venue to be decided by City of Cape Town
- c) Online training to be provided via Skype or MS Teams
- d) Training to be conducted over 2- 5 days per training intervention
- e) All training materials, man hours and travel costs to be provided and included in the rates
- f) Travel and disbursements for on premise installation is to be included in the rates
- g) Mileage costs are confined to the area within Cape Town municipal borders and will be reimbursed at the latest prescribed SARS rate per kilometre.
- h) Domestic air travel (within RSA) will be reimbursed at cost in accordance with Policy Directive 11 of the City of Cape Town Travel Management Policy. Approval from CCT authority prior to payment to any 3rd party is mandatory.
- i) Accommodation will be reimbursed at cost in accordance with Policy Directive 12 of the City of Cape Town Travel Management Policy. Approval from CCT authority prior to payment to any 3rd party is mandatory.

Maintenance and support functions will be carried out remotely however, CCT reserves the right to request on-site support for specific aspects, at their discretion.

13.4 Trade Names or Proprietary Products

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

13.5 Operations and Maintenance Manuals and Testing

13.5.1 General

All optimisations shall be accompanied by a complete set of technical manuals.

Acceptance of such documentation and drawings is an approval in principle of the installation, but in no way absolves the tenderer of its obligations regarding the correctness thereof or of any mishaps resulting from incorrect interpretation of the design, material selection, dimensions on drawings, or any other aspect that will influence the efficiency or integrity of the equipment or the installation, fastening down or operating conditions of the equipment.

13.5.2 Format and contents of manuals

- a) The tenderer shall supply a complete set of manuals in paper format, accompanied by a digital copy.
- b) Manuals must include relevant instructions in layman's language.
- c) At least one month before commissioning, a draft copy shall be submitted to the Employer for comments and approval.
- d) The manuals shall give a clear description of the purpose of the optimisations.
 - i. A general description of the system.
 - ii. Paper copies of all approved drawings and diagrams.
 - iii. Detailed description of the different components used in the installation.
 - iv. Schedule of IP addresses, optional extras, modifications, etc.
 - v. Tabulated commissioning data of all aspects of the system, indicating- as measured and according to specification –requirements (if any).
 - vi. First line maintenance procedures.
 - vii. Detailed monthly, quarterly, bi-annually and annual preventative maintenance procedures (if applicable).
 - viii. Guidelines for routine tests to be carried out by the City, including the frequency that the tests are to be done.
 - ix. Detailed instructions for procedures to be followed in the event of equipment failure or malfunction.
- e) The manuals shall include detailed technical instruction covering future system maintenance and support. The manual shall be suited to both the instruction and reference use of maintenance staff of technician/client level in the operation, trouble shooting and repair of the system. The manuals shall be both comprehensive and concise, facilitating easy use by technical staff.

The following is an indication of the format and contents envisaged for the manuals. The layout and contents shall be varied to suit the specific application or installation and shall be subject to the approval of the City.

- a) Contents list per manual
- b) General description of the system.
- c) System functional block diagrams with a detailed description of the operation of each system component.
- d) Block diagrams and complete specifications of all software.
- e) Type, routine and special tests and commissioning certificates (if applicable)
- f) Detailed maintenance procedures including full assembly and disassembly instructions, intervals, materials required, etc.
- g) Detailed suggested daily, weekly, monthly, 3 monthly, 6 monthly and yearly preventative maintenance instructions and record-report forms.
- h) Detailed troubleshooting/repair instructions on a system component level.
- i) Schedule of all sub-systems including detailed descriptions of settings and modifications with descriptions of the effect of these modifications.
- j) Commissioning data of all equipment and systems indicating design requirements and actual measured performance.
- k) List of maintenance personnel with all hour telephone numbers.
- f) Paper manuals shall be bound in a firm hard cover. Digital copies must be stored on properly identified and labelled disks, and must use an open document format e.g. PDF. The information shall be clear and readable, and include an index. The above-mentioned manuals shall be available at first hand-over. Delivery of the installation will not be accepted without the manuals

13.5.3 Testing and Commissioning

The Tenderer shall undertake testing and commissioning and shall provide documented test scripts, data and results in this regard. Two weeks before proceeding, the Tenderer shall submit his intended test procedure to the Future Planning & Resilience Directorate appointed Project Manager for approval.

The Tenderer is required to test the functionality of each sub-system to the Project Manager's approval and acceptance before proceeding with the overall system functionality.

The Tenderer shall perform all necessary tests to confirm the functionality of the system to the Project Manager's approval.

Every device on every sub-system shall be tested fully functional from point to point and the Tenderer shall produce documentation as evidence thereof. He shall allow further resources to check 5 % of the devices in the presence of the Project Manager.

Should the Project Manager not be satisfied with the level of skill and quantity of resources provided to undertake the work described above, she / he reserves the right to obtain the expertise of a third party to undertake this work and the cost thereof recovered from the Tenderer.

The procedure shall be documented and presented within 21 days of contract award.

13.5.4 Software Configuration

All software, relevant to this tender, shall be installed, fully configured and thoroughly tested by the tenderer. All relevant software licenses shall be supplied to the client and a complete list of all the licenses, operating software and application software, shall be added into the manuals. All bespoke software, including the source code for coding changes, interfaces and APIs must be handed over to the CCT on commissioning, to avoid vendor lock-in during future maintenance procurement.

13.6 Performance Management: Performance Elements, Measures and Metrics

13.6.1 Introduction

The City requires all contracts with suppliers to be actively managed. To this end, the Corporate Services Directorate requires all respondents to this tender to agree to the following Performance Management System.

The performance of the Tenderer will be monitored in terms of the following system of Performance Elements, Measures and Metrics.

13.6.2 Definitions

- 13.6.2.1. 1st Level Support means tasks and activities designed to ensure the Availability of the WLMS, undertaken by the Tenderer;
- 13.6.2.2. 2st Level Support means tasks and activities, including Emergency Repairs, designed to ensure the Availability of WLMS, provided by the Tenderer;
- 13.6.2.3. 3rd Level Support means tasks and activities to ensure the Availability of WLMS provided by the OEM;
- 13.6.2.4. Availability means the statistical probability that the system will be available and in service. The minimum availability required is **99.9%**, which implies the installation of a redundant system, typically on two separate virtual servers, along with redundant network connectivity, to ensure the elimination of a single point of failure.
- 13.6.2.5. Uptime means that portion of a period of time (typically a Calendar Month) during which the system is working normally, expressed as a percentage. A period of time during which the system is unavailable is referred to as "Downtime".
- 13.6.2.6. Award means the decision by the City's Supply Chain Management Bid Adjudication Committee to contract with the preferred respondent to the Tender;
- 13.6.2.7. Award Letter means written notice of an Award;
- 13.6.2.8. Business Day means a Calendar Day which is not a Saturday, Sunday or South African public holiday;
- 13.6.2.9. Business Hours means 08:00 to 17:00 on a Business Day;
- 13.6.2.10. Calendar Day means the period of time that begins at 00.00.00 and ends 23:59:59 on any given day in any given Calendar Month;
- 13.6.2.11. Calendar Month means any one of twelve named periods into which a year is divided in accordance with the Gregorian calendar;

- 13.6.2.12. Calendar Week means a period of seven consecutive Calendar Days;
- 13.6.2.13. Contract means the binding agreement between the Corporate Services Directorate and the Tenderer for the supply of the specified goods and/or services subsequent to the award of the Tender;
- 13.6.2.14. Tenderer means the supplier awarded this Tender;
- 13.6.2.15. Delivery means the act of completion of a specified service;
- 13.6.2.16. Downtime: see 'Uptime';
- 13.6.2.17. Emergency Repairs means the response to a Critical Incident provided by the Tenderer in terms of a Support & Maintenance Program;
- 13.6.2.18. Excuse Performance means the allowed reasons why an Infringement should not result in a Penalty;
- 13.6.2.19. Grief Points means the quantitative consequence of incurring a Penalty, used as a method of quantifying Infringements of the Performance Metrics;
- 13.6.2.20. Grief Point Threshold means the number of Grief Points accumulated and accrued sufficient to constitute a Non-Compliance Event;
- 13.6.2.21. Guarantee means a formal promise or assurance (in writing) that certain conditions will be fulfilled, especially that an item will be repaired or replaced, at no charge, if found to not be of the specified quality or durability;
- 13.6.2.22. Infringement means an instance of non-conformance with a Performance Metric;
- 13.6.2.23. Issue Resolution Time means the elapsed time between a request for EOM support, and the resolution of the relevant issue;
- 13.6.2.24. Maximum Time To Restore means the longest allowable Restore Time;
- 13.6.2.25. Mean Time to Restore means the average of the Restore Times of all incidents requiring Emergency repairs in the last twelve Calendar Months;
- 13.6.2.26. Non-Compliance Event means consequence of the Grief Point Threshold being exceeded;
- 13.6.2.27. Normal Service means the expected performance of a system as per its design and configuration;
- 13.6.2.28. OEM means Original Equipment Manufacturer; this also applies to software
- 13.6.2.29. Order means the formal instruction by the City to the Tenderer to supply the specified goods and/or services;
- 13.6.2.30. Penalty means the redress that the Corporate Services Directorate has against the Tenderer for under-performance in terms of Performance Measure;
- 13.6.2.31. Performance Element means an attribute of a service provided by the tenderer, which is used by the Corporate Services Directorate to track performance;
- 13.6.2.32. Performance Management System means the systems of Performance Elements, Measures, Metrics, and Penalties used to manage the performance of a Tenderer with regard to the delivery of specified goods and/or services;
- 13.6.2.33. Performance Measure means the way in which a Performance Element is defined and/or measured;
- 13.6.2.34. Performance Metric means a numerical limit for satisfactory performance of a Performance Measure; non-conformance constitutes an Infringement;
- 13.6.2.35. Performance Penalty means the claim by the Corporate Services Directorate consequent to a Non-Compliance Event;

- 13.6.2.36. Performance Termination Event means the accumulation of Non-Compliance Events that may result in the City contemplating termination of the Contract;
- 13.6.2.37. Procurement means the process employed by the Corporate Services Directorate to order goods and/or services in terms of a Contract;
- 13.6.2.38. Purchase Order means the document issued by the Corporate Services Directorate to the Tenderer specifying an Order in terms of a Quotation;
- 13.6.2.39. Quotation means statement of the specifications and price of goods and/or by the Tenderer, as may be requested by the Corporate Services Directorate;
- 13.6.2.40. Requisition means the internal SAP process used to initiate a request for an Order;
- 13.6.2.41. Restore Time means the elapsed time between arrival of the Tenderers' staff on site in the event of a call- out for Emergency Repairs, and the restoration of Normal Service;
- 13.6.2.42. SAP means the enterprise management system used by the City to manage its Procurement, Requisition, Ordering, Goods Receiving and Payment processes;
- 13.6.2.43. Support & Maintenance Program means a contracted schedule of Support & Maintenance Services;
- 13.6.2.44. Support & Maintenance Services means tasks and activities designed to ensure the Availability of a WLMS;
- 13.6.2.45. Tender means the formal request issued by the Corporate Services Directorate for companies to offer to provide specified goods and/or services, in this case a Transportation Infrastructure Management System;
- 13.6.2.46. Vendor means the company awarded the Contract.

13.6.3 Performance Elements

13.6.3.1. Contact Information

Upon award of the contract, the Tenderer shall provide the Corporate Services Department with the contact information of its key staff (or their equivalent) as follows:

Title	Functional role	Contact information required
Client liaison / account manager	Liaises with the Employer on all matters relating to new orders, return of specifications and quotations, issue of Purchase Orders, acceptance or Works Orders, and completion / payment certificates. Expedites orders, addresses problems, complaints and faults	Name Formal job title Telephone number (s) Email address Physical address of office
Project Manager	Accepts and processes Purchase Orders issued by the City; schedules works projects (typically requests for customisations) in conjunction with the City; ensure that all project close out or works completion documentation is properly prepared and submitted, provides the City with regular feedback and progress updates. A project management qualification is required and must be provided in the returnable documents	Name Formal title Telephone number (s) Email address
Branch or Regional Manager (escalation level 1)	The person immediately senior to the above staff, to whom service-	Name Formal job title

	related or contract-related issues should be escalated if unresolved by them	Telephone number (s) Email address Physical address of office
Company manager or CEO (escalation level 2)	The most senior executive of the company to whom serious unresolved issues may be escalated; if the company operates internationally or is owned by a company operating from outside of South Africa, then the most senior country manager	Name Formal job title Telephone number (s) Email address Physical address of office

13.6.3.2. Project Quotations

When the City requires a new customisation or upgrade, the Tenderer is required to meet with representatives of the City to understand and document the City's requirements. Once these requirements have been agreed, then the Tenderer must prepare a detailed specification (including the networking requirements to be provided by the City), and project plan for the management of the work to be done. This must be accompanied by a Quotation based on the tendered rates.

Project quotation, specification and programme must be supplied within two weeks of the client issuing the request to the Tenderer in writing (email or recorded minutes), unless agreed otherwise in writing for a specific request.

13.6.3.3. Warranty

All software supplied, and work performed by the Tenderer shall be guaranteed for a period of at least twelve (12) months from the final installation date. Installed software and systems must be repaired or replaced, at no cost to the City, if found to not be of the specified quality and/or durability, resulting in equipment failure or sub-optimal performance. The cost of this warranty shall be included in the tenderer's quoted price for each new installation/customisation.

In the event that delivered and/or installed software and systems fails in terms of the warranty then the Tenderer shall:

- a) Verify the occurrence of the failure
- b) Confirm that the failure falls within the terms of the warranty
- c) Repair or replace the faulty item, as per the terms of the warranty

13.6.3.4. Support and Maintenance Services

Support and maintenance of the system shall be provided by the Tenderer.

- a) The tenderer is expected to support and maintain the WLMS. This includes ensuring full functionality of the system at all times, as well as break-fixing in the event of a system failure. The tenderer will be paid a monthly stand-by fee to ensure ongoing service, as no incident-related fee will be paid. On-site system upgrades may be required. The tenderer must obey all performance management metrics. Failure to do so will incur Grief Points, which may lead to Performance Penalties.
- b) The tenderer must ensure all licencing and system versioning is current, which includes system patching and security updates. The tenderer is entitled to a yearly fee, payable at the beginning of each financial year, to cover any ongoing licencing fees the system may require.

13.6.3.5. OEM Support

The Tenderer, as the vendor for the installed software, is considered to be the conduit for all operational matters relating to licencing, software patches, firmware upgrades etc., and also for accessing 3rd Level Support in the event of a support issue or fault that cannot be resolved by the Tenderer itself.

The Tenderer is therefore required to have access to the relevant OEMs for the related software and systems.

13.6.3.6. Reporting

Whilst the City will track the performance of the Tenderer in terms of these Performance Elements, the Tenderer is also required to record quotations and performance against project plans, support and maintenance tasks,

response and repair times, and other measures for which it is directly responsible, for tabling and discussion at Review Meetings

13.6.3.7. Review Meetings

The City will regularly call and hold Review Meeting, not more than once per month. At these meetings, the performance of the Tenderer in terms of these performance elements and the related measures and metrics will be presented and discussed, and any Penalties agreed. The status of current and proposed projects, outstanding quotations and orders, and other account-related matters may also be discussed. Attendance at such Review Meetings is itself required in terms of this performance management system.

13.6.4 Performance Management Metrics

#	Performance Element	Performance Measure	Performance Metric
1	Contact Information	Schedule of Contact Information for key staff maintained at all times	Contact details are accurate, complete and current, as measured by random check
2	Procurement Process	Adherence to the City's order, delivery, and payment processes	As evidenced by date stamp on Purchase Orders, GRN, invoices and any other official document
3	Project Quotations	Provide detailed project specifications and quotation, typically for customisations	Delivered by the end of the fourteenth (14th) Business Day after the day that the City's requirements are provided, as evidenced by email date stamp
4	Guarantee	Guarantee (repair or replace) on all software, systems and labour, on completion of each new installation/customisation	Twelve (12) Calendar Months from date of acceptance of each new installation
5	Support & Maintenance Program	Adherence to the Support and Maintenance Program, which includes system patching, security patching and licence renewals, bug fixing	Recurrent (scheduled) activities performed within 24 hours of scheduled date, as evidenced by date and time
6	Emergency Repairs (In the event of system failure or service degradation)	Response Time: arrival on site	Business Hours: ≤ two (2) hours Any other time: ≤ eight (8) hours
		Maximum Time to Restore	Normal Service restored ≤ six (6) hours from arrival on site, whenever the Incident occurs
		Mean Time to Restore	Normal Service restored ≤ four (4) hours (moving twelve month average)
7	Original Software Manufacturer support	Availability of support Issue Resolution Time (3rd Level Support)	Always available when requested ≤ 48 hours (excludes time for replacement of components and parts)
8	Availability	Availability of system	≥ 99.9%
9	Uptime	Uptime of system	≥ 99.9%, measured over a calendar month
10	Reporting	Provide review and comment on Performance Metrics to the Corporate Services Directorate	Provide comment on actual performance metrics with three (3) Business Days, when requested
11	Review Meetings	Attendance by the Client Liaison / Account Manager at scheduled Review Meetings	As evidenced by signed meeting minutes or attendance register

13.6.4.1. Consequence Management, Grief Points and Performance Penalties

The Supplier is expected to maintain a level of performance specified above in the Performance Management Metrics. Failure to do so will incur a Grief Point for every incident. For example, if the *Mean Time to Restore* metric of 4 hours in the case of a system failure is not met, the tenderer will incur 1 Grief Point. The clock then resets, so if the system is still unavailable after an additional 4 hours, another Grief Point will be incurred.

The Purchaser will maintain a record of Grief Points for every calendar month. A Performance Penalty will be incurred for every time the number of Grief Points incurred in any calendar month exceeds 5, therefore, if the number of Grief Points in a calendar month is 11 for example, two Performance Penalties will be incurred.

Number of Grief Points required to incur a Performance Penalty	5 Points
Percentage of Monthly Maintenance and Support fee forfeited for every Performance Penalty	5 %

13.7 Information Technology architecture tender standards

13.7.1. Introduction

The IT Architecture section serves three purposes:

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

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

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

13.7.2. Section A: General Architectural Standards

13.7.2.1. Current City of Cape Town's Information Technology Environment

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

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

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

The below describes the CCT IT landscape that supports our core and unstructured business systems/processes. The versions specified can be regarded as the lowest version listed and could be higher as newer versions are released and implemented.

Domain	Software Vendor	CCT Current Standards (Minimum)
Operating System	Microsoft Server	Ms Windows Server 2019
	SAP	IBM AIX 7.2 (minimum standard)
		SUSE Linux Enterprise Server 15 (minimum standard)
	ArcGIS	ArcGIS version 10.7.1
Database	Microsoft	MS SQL 2019
	SAP	Oracle 19c as the minimum standard
		SAP HANA 2.0 SP03 (minimum standard)
	ArcGIS	ArcGIS geodatabase version 10.7.1
Hardware Server Virtual Machines (Non - SAP Applications and Databases are hosted in the Virtual)	Microsoft	Microsoft Hyper –V
	SAP	IBM Power Series 8 Virtual Machine
	ArcGIS	ArcGIS version 10.7.1
Server Management	Microsoft	System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)
	SAP	SAP Solution Manager 7.2
	ArcGIS	Internal facing applications and solution for version 10.7.1 EPIC ring fenced systems for version 10.7.1 External facing applications and solutions for versions 10.7.1 (minimum standard)
Security and Business Continuity	Data protection	Veritas NetBackup 9.1

	SAP	See authorisation Section below
	ArcGIS Server	ArcGIS version 10.7.1
Authorisation & Authentication	Microsoft	Microsoft Active Directory Services (Microsoft Server 2012)
	SAP	SAP ABAP NetWeaver Authorisation SAP Business Objects Authentication SAP HANA Enterprise Authentication & Authorisation SAP Cloud Identity Authentication & Authorisation
	ArcGIS Portal	Named User Authentication 10.7.1
Portal/Web Hosting	Microsoft	Windows 2019 Server Running IIS 8.5
	SAP	SAP Java NetWeaver Portal SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP) HTTPS Tomcat - latest secure version (eg. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard
	ArcGIS	ArcGIS Portal Version 10.7.1
Program Development	Microsoft	.NET 6 (minimum standard)
	SAP	SAP ABAP NetWeaver 7.4 SAP HANA 2.0 Enterprise Platform SAP Business Objects 4.n
	ArcGIS	JavaScript, ArcGIS API for JavaScript 3.x/4.x, ArcObjects C# SDK 10.7.1, ArcGIS Pro SDK, WCF and Web API Services, REST and .NET 4.7.1 (Minimum Standard)

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

Records Management	Public Sector Records Management SAP NetWeaver 7.4	
Mobile field devices	Android 4.4.4 operating system (minimum standard)	
	Android 10 (and above is not supported at present)	
	SAP Afaria 7 mobile management system (minimum standard)	
Open Source	Operating System	Redhat Enterprise Linux (RHEL) 7.5
		SUSE Linux Enterprise Server 15
	Database	MariaDB 10 (minimum)
	Web hosting	Apache 2.4 (minimum) Tomcat 8.5 (minimum)
	Virtualisation	Oracle Virtualbox 5 (minimum)
Cybersecurity, Fixed Networks Security	Firewalls	Palo Alto
	Proxy	Citrix ADC

13.7.2.2. Network Minimum Standards

- a) The City's network is spread over a wide Metropolitan Area (MAN) mainly configured to run the Multi-Protocol Label Switching (MPLS) for fast data packet switching and transmission.
- b) Desktops typically have a 100-Mbps Local Area Network (LAN) connection, while the Wide Area Network (WAN) connections vary between 1-Gbps at the access layer to 10Gbps towards the distribution and network Core Layers.
- c) The current minimum bandwidth for a service provider leased connection is 20-Mbps and a minimum connection for a self-provided link is 1-Gbps for WAN links.
- d) Servers in the Datacentres are linked to a minimum of 1 Gbps of connectivity and varying to 10Gbps with Data Centre distribution @ 40Gbps and the Data Core @ 400-Gbps.

13.7.2.3. Desktop Hardware Minimum Standards

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

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

13.7.2.4. Compulsory Standards

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

- a) IP protocol only on the network
- b) SChannel settings must comply as follows where applicable
 - Server Protocols = TLS 1.2
 - Ciphers = AES 128/128; AES 256/256
 - Hashes = SHA 256; SHA 384; SHA 512
 - Key Exchanges = PKCS; ECDH
 - Client Protocols = TLS 1.2
- c) Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
- d) Separate database and application server architecture.
- e) ODBC or OLEDB connections between applications and databases
- f) Full relational database design, using stored procedures.
- g) All DLLs must be wrapped as COM+ objects (preferably written in .NET)
- h) .Net Framework 4.8 to be used in order to fully support TLS version 1.2
- i) Scheduled events via DTS on SQL Server.
- j) Application security (i.e. user accounts) at the application or database level (not at the OS level)
- k) Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)
- l) Solution must function within a Microsoft Managed Environment

- m) PC thick clients must not function requiring administrative rights
- n) PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
- o) Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
- p) All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
- q) No direct connections to the internet will be permitted - in the case where a web application needs access to the internet it will only be permitted via an HTTPS proxy
- r) Outbound internet connections allowed via proxy only on HTTPS on port 443
- s) Webserver Software (Tomcat/Apache etc) must have all vendor provided security patches to known CVEs applied.
- t) All open source or freeware components/dependencies used by applications or software solutions must comply with all/if any licensing requirements.
- u) Industry IT governance and best practises must be adhered to i.e. COBIT, Microsoft Technet etc.
- v) The City's IS&T password management Standard Operating Procedure be adhered to where applicable.
- w) The City's IS&T Network Access Standard Operating Procedure be adhered to where applicable.
- x) Ensure that industry best practises are followed regards to general Change and/or User Management processes.
- y) Only the Open components of the Java Platform SE/EE must be used eg Open JDK/JRE or licensing must be provided by the service provider for the Oracle licensed version.

13.7.2.5. Preferred Standards

The following IS&T ARCHITECTURAL standards are preferred:

- a) Application Solutions hosted on Microsoft Platforms
- b) Web applications rather than thick client/server applications
- c) If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
- d) Application architecture to be modular, and N-Tiered
- e) Version control to be used for all application layers, and release management to include detailed release notes
- f) The ability to co-exist with other 3rd party applications on the same hardware.
- g) Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above
- h) Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises

13.7.2.6. Non-Supported Standards

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

- a) Active X Controls – the managed desktop environment does not permit these.
- b) Mapped Network Drives or UNC paths between workstations and application servers
- c) Mapped Network Drives between application/web/database servers
- d) Mapped Network Drives or UNC paths between workstations
- e) IP addressing - use DNS addressing instead

- f) Application and database on the same server
- g) Microsoft Access developed applications local or on a server
- h) Applications written in such a manner whereby usernames and password are embedded in the application code
- i) Thin client solutions such RDS and Terminal Services.

13.7.2.7. On-Premise vs Cloud Standards

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

The CCT IS&T department's position on cloud is "Cloud Appropriate".

Not Cloud First, nor Cloud Last.

Cloud can also be called by another name "Outsourcing". When we consider Cloud proposals we have to balance the perceived benefits of Cloud with the hidden costs and risks of Outsourcing. The CCT's long standing On-Premise model is well understood, institutionalised, costed and staffed. The "Cloud Appropriate" strategy allows us to consider On-premise/In-House (well understood), Cloud/Outsourcing (uncharted terrain) and Hybrid (highest complexity) Solutions/Proposals.

13.7.2.7.1 On-Premise

The following issues are **to be consider and described in your On-Premise proposals:**

- a) Level 1 Data Center Hosting – The lowest level of On-Premise is Environmentals and physical security provided by the CCT in the CCT's data centers
- b) Level 2 Server and Storage provision – using the IS&T department's transversal tenders, equipment can be provided, installed and maintained by the CCT; alternately to be provided by yourself the Service Provider and managed as a black box environment
- c) Level 3 Operating System provision - using the IS&T department's transversal tenders, selected operating systems can be provided, installed and maintained by the CCT. alternately to be provided by yourself the Service Provider and managed as a black box environment
- d) Level 4 Database System provision - using the IS&T department's transversal tenders, selected database systems can be provided, installed and maintained by the CCT; alternately to be provided by yourself the Service Provider and managed as a black box environment
- e) Level 5 Application System provision – to be provided by yourself the Service Provider
- f) Data Backups and Recovery – will be provide by the CCT at each level where the CCT is the provider; whatever resides in the black back box is for the Service Provider to back-up and recover

13.7.2.7.2 Cloud

The following issues are **to be consider and described in your Cloud proposals:**

- a) Data and Intellectual Property: Ownership of the CCT's Data and Intellectual Property will always reside with the CCT's.
- b) Data Access
 - i. Upon termination of the contract how will the CCT's data be made available to the CCT?

- ii. During the duration of the contract will you provide a daily copy of the CCT's data to the CCT to be hosted and productively accessed from the CCT's on premise data centres? (providing a binary blob is the very opposite of "productively accessed")
- iii. Post the termination of the contract will the data provided in a. and b. continue to be productively available to the CCT and no extra cost in a perpetual read only type licence?

c) Service Provider Transition

- i. Upon termination of the contract how will you the incumbent Service Provider transition to the CCT's replacement Service Provider, with minimal impact and cost to the CCT's operations?
- ii. How long with this transition take?
- iii. What will the cost of this transition be?

d) Security

- i. What steps will you take to secure the CCT's data and systems provided by your cloud solution?
- ii. What security standards will you comply with?
- iii. How frequently will you update your security posture eg apply patches?
- iv. How will you respond to security breaches and how long will you take to remedy security breaches?

e) Audit

- i. What audit steps will you take to provide assurance on the CCT's data and systems provided by your cloud solution?
- ii. Will you be appointing an independent audit service provider to audit CCT's data and systems provided by your cloud solution?
- iii. What audit standards will you comply with?
- iv. How frequently will you or your independent audit service provider audit the CCT's data and systems provided by your cloud solution?
- v. Will you allow the CCT's auditors to the CCT's data and systems provided by your cloud solution?
- vi. How will you respond to audit findings and how long will you take to remedy such audit findings?

f) System Performance

- i. What steps will you take to ensure the system performance of CCT's systems provided by your cloud solution?
- ii. will you be making any guarantees about system performance?
- iii. will you be making any guarantees about system uptime and availability?
- iv. How and how frequently will you be reporting on system performance and uptime?
- v. How will you remedy problems with system performance and uptime?
- vi. How quickly will you remedy problems with system performance and uptime?

(14) MONTHLY PROJECT LABOUR REPORT EXAMPLE)

NOT APPLICABLE

ANNEX 1**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT****Instructions for completing and submitting forms**General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)														
DIRECTORATE:		DEPARTMENT:														
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:														
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK													
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)												ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)												
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)																								
R																								