TENDER NO:	**293G/2021/22**
TENDER DESCRIPTION:	**SUPPLY AND DELIVERY OF ICT ENTERPRISE SERVERS, STORAGE & ASSOCIATED SERVICES**
CONTRACT PERIOD:	**36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE:	**19 MAY 2022**
CLOSING TIME:	**10:00 a.m**
TENDER BOX NUMBER:	**137**
TENDER FEE:	**R 200.00** Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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	:	**14 APRIL 2022**
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 28 APRIL 2022 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Hosted via Skype online meeting through the link: https://meet.capetown.gov.za/kashiefa.ally/RWP7KFGQ
TENDER BOX & ADDRESS	:	**Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. : 293G/2021/22 SUPPLY, DELIVERY AND INSTALLATION OF ICT ENTERPRISE SERVERS, STORAGE & ASSOCIATED SERVICES** the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
CCT TENDER REPRESENTATIVE		Name: Bongani April Email: Bongani.April@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

(d) there is a material irregularity in the tender process; or
(e) the parties are unable to negotiate market related pricing.

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint both a Main and Alternative service provider per schedule. If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of **36 months** from the date of commencement of contract.

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 Alternative Bidder

Alternative 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 alternative bidder in terms of the procedures included its SCM Policy.

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

2.1.7 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.

Protection of Personal Information

The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contract between tenderers and their agents or subcontractors.

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. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

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 Clarification meeting

Tenderers are required to attend a non-compulsory clarification meeting, via Skype, at which they 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.

2.2.1.1.4 Minimum score for functionality

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

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

SCHEDULE A

Evaluation Criteria	Applicable values/points	Cumulative / max score
15A.2.1	• Less than 3 integrated SAP systems 0 • Three to four integrated SAP production systems 2 • Five to six integrated SAP production systems 3 • 7 or more integrated SAP production systems 4	4
15A.2.2	• No SAP ISU / Portal / ECC6, exposure 0 • SAP ISU / Portal / ECC6, no South African exposure 3 • SAP ISU / Portal / ECC6 with South African exposure 5	5
15A.2.3 (Cumulative Scoring)		44

Evaluation Criteria		Applicable values/points	Max Score
SAP Systems supported (Cumulative Scoring)	• ECC6 • SAP Portals • SAP PI/XI • SAP PSRM • SAP Mobile • Other SAP	2 2 2 2 2 1	11
No. of Users	• No user support • Less than 2000 • Between 2001 and 5000 • Between 5001 and 15000 • Greater than 15000	0 1 3 4 5	5
Database size(DB)	• No DB support • Less than 500 GB • Between 501GB and 5 TB • Greater than 5TB • Greater than 20 TB	0 1 3 4 5	5
Database Type (Cumulative Scoring)	• Oracle • SAP Hana • Maxdb • Other • No DB support	4 4 3 2 0	13
OS Platform	• AIX • Linux; • Windows • Other • No OS Support	5 3 2 1 0	5
No of years support	• None • Less than 2 years • Between 2 and 3 years • Between 3 and 6 years • More than 6 years	0 1 2 3 5	5

Evaluation Criteria	Applicable values/points	Cumulative /max score
15A.2.4 (Cumulative scoring)	**OS Platform Migrations** • None 0 • With 1 reference 1 • With 2 or more references 3 **Hardware Server Migrations** • None 0 • With 1 reference 1 • With 2 or more references 3 **Database Migrations** • None 0 • With 1 reference 1 • With 2 or more references 3	9
15A.2.5	• No reference site 0 • Extend growth with IBM Power Risc hardware for 1 referenced site 2 • Extend growth with IBM Power Risc hardware for 2 refenced sites 4 • Extend growth with IBM Power Risc hardware for 3 or more ref sites 6	6
15A.2.6	• No reference site 0 • Extend growth AIX, Linux on PowerVM 1 referenced site 1 • Extend growth AIX, Linux, on PowerVM 2 referenced sites 2 • Extend growth AIX, Linux on PowerVM 3 or more referenced sites 3	3
15A.2.7	• No other vendor platform integration 0 • IBM Platform support only 1 • More than 2 Vendors platform integration and support but not IBM 2 • IBM + 1 other Vendor integration and support 3 • IBM + Multiple Vendors integration and support (more than 2) 5	5
15A.2.8 (Cumulative Scoring)	• Administration and Support on IBM Power Risc Hardware 1/9 • Administration and Support on IBM SAN Infrastructure 1/9 • Implementation and Support for SAP HANA on IBM Power Risc platform 1/9 • Administration and Support for AIX Operating Systems 1/9 • Spectrum virtualise implementation and support compatible with IBM storage infrastructure 1/9 • Implementation and Support for IBM Power administration software PowerVC 1/9 • Implementation and Support for IBM Power administration software PowerSC 1/9 • Implementation and Support for IBM Power administration software PowerHA 1/9 • IBM GPFS implementation and Support 1/9	9
15A.2.9 (Cumulative Scoring)	**IBM AIX OS certificates** • Current AIX OS certifications supplied, more than 5 years experience 5 Current AIX OS certifications supplied, 2 - 4 years experience 3 • Current AIX OS certifications supplied, less than 2 years experience 1 • No experience 0 • **IBM AIX Software certifications** • Current AIX certifications supplied, more than 5 years experience 5 • Current AIX certifications supplied, 2 - 4 years experience 3 • Current AIX certifications supplied, less than 2 years experience 1 • No experience 0 • **IBM Hardware certifications on Power platform** • Current IBM Hardware certifications supplied, In-depth, > 5 years experience 5 • Current IBM Hardware certifications supplied, 2 - 4 experience years 3 • Current IBM Hardware certifications supplied, < 2 years experience 1 • No experience 0	15
Total		/100
Tenderers are to complete Schedule 15A of the tender in order to be scored for Functionality.		

SCHEDULE B

Evaluation Criteria	Applicable values/points	Evaluation Criteria
15B.2.1	• Less than 3 integrated SAP systems 0 • Three to four integrated SAP production systems 2 • Five to six integrated SAP production systems 3 • More than seven integrated SAP production systems 4	4
15B2.2.	• No ISU exposure 0 • SAP ISU / Portal / ECC6, no South African exposure 3 • SAP ISU / Portal / ECC6 with South African exposure 6	6
15B2.3. (Cumulative Scoring)		52

Evaluation Criteria		Applicable values/points	Max Score
SAP Systems supported (Cumulative Scoring)	• ECC6 • SAP Portals • SAP PI/XI • SAP PSRM • SAP Mobile • Other SAP	3 3 3 3 3 1	16
No. of Users	• No user support • Less than 2000 • Between 2001 and 5000 • Between 5001 and 15000 • Greater than 15000	0 1 3 4 5	5
Database size	• No DB support • Less than 500 GB • Between 501GB and 5 TB • Greater than 5TB • Greater than 20 TB	0 1 3 4 5	5
Database Type (Cumulative Scoring)	• Oracle • SAP Hana • Maxdb • Other • No DB support	5 5 4 2 0	16
OS Platform	• AIX • Linux; • Windows • Other • No OS Support	5 3 2 1 0	5
No of years	• None • Less than 2 years • Between 2 and 3 years • Between 3 and 6 years • More than 6 years	0 1 2 3 5	5

15B.2.4 (Cumulative Scoring)	**OS Platform Migrations**	**Max Score**	9
	• None	0	
	• With 1 reference	2	
	• With 2 or more references	3	
	Hardware Server Migrations		
	• None	0	
	• With 1 reference	2	
	• With 2 or more references	3	
	Database Migrations		
	• None	0	
	• With 1 reference	2	
	• With 2 or more references	3	

Evaluation Criteria	Applicable values/points	Evaluation Criteria
15B.2.5	• No reference sites / no relevant experience 0 • Integrate with hardware certified compatible with IBM Enterprise SAN 1 referenced site 2 • Integrate with hardware certified compatible with IBM Enterprise SAN 2 referenced sites 4 • Integrate with hardware certified compatible with IBM ENTERPRISE SAN 3 or more referenced sites 6	6
15B.2.6	• No reference site 0 • One Vendor Platform only 2 • More than 2 Vendor Platforms 3 • IBM + 2 Other Vendor Platforms 4 • IBM + Multiple Vendor Platforms (more than2) 5	5
15B.2.7 (Cumulative Scoring)	• Storage Virtualization implementation and support compatible with IBM A9000R and Enterprise SAN infrastructure 1/3 • Administration and Support on proposed Alternate Server Infrastructure 1/3 • Administration, Configuration and Support on IBM Power Hardware or compatible Infrastructure 1/3	3
15B.2.8 (Cumulative Scoring)	**OS Certifications** **Max Score** • Current OS certificates supplied, > 5 years' experience 5 • Current OS certificates supplied, 2-4 years' experience 3 • Current OS certificates supplied, < 2 years' experience 1 • No certificates/ experience 0 **Hardware Technology certifications** • Current relevant certs supplied, >5 years' experience 5 • Current certs supplied, 2-4 years' experience 3 • Current certs supplied, <2 years' experience 1 • No response 0 **SAN Fabric certifications** • Current certs supplied experience, >5 years 5 • Current certs supplied, experience, 2-4 years 3 • Current certs supplied, experience, <2 years 1 • No response 0	15
Total		**/100**
Tenderers are to complete Schedule 15B of the tender in order to be scored for Functionality.		

SCHEDULE C

Evaluation Criteria	Applicable values/points			Evaluation Criteria
15C.2.1	• Less than 3 integrated SAP systems - • Three to four integrated SAP production systems • Five to six integrated SAP production systems • More than Six integrated SAP production systems	0 1 2 3		3
15C.2.2	• No ISU exposure • SAP ISU / Portal / ECC6, no South African exposure • SAP ISU / Portal / ECC6, with South African exposure	0 2 4		4
15C.2.3. (Cumulative Scoring)	**SAP Systems supported**	**Score**	**Max Score**	41
	• ECC6	3		
	• SAP Portals	2		
	• SAP PI/XI	2	12	
	• SAP PSRM	2		
	• SAP Mobile	2		
	• Other SAP	1		
	No. of Users			
	• No user support	0		
	• Less than 2000	1		
	• Between 2001 and 5000	3	5	
	• Between 5001 and 15000	4		
	• Greater than 15001	5		
	• **Database size**			
	• No DB support	0		
	• Less than 500 GB	1		
	• Between 501GB and 5 TB	3	5	
	• Between 2TB and 20 TB	4		
	• Greater than 20 TB	5		
	• **Database Type**			
	• Oracle	3		
	• SAP Hana	3		
	• Maxdb	2	9	
	• Other	1		
	• No DB support	0		
	• **OS Platform**			
	• AIX	5		
	• Linux;	3		
	• Windows	2	11	
	• Other	1		
	• No OS support	0		
	• **No. of years**			
	• None	0		
	• < 2 years	1		
	• Between 2 (inclusive) and < 3 years	2	5	
	• Between 3 (inclusive) and < 6 years	3		
	• ≥ 6 years	5		
15C.2.4. (Cumulative Scoring)	• **OS Platform Migrations**	**Score**	**Max Score**	15
	• None	0		
	• With 1 reference	3	5	
	• With 2 or more references	5		
	• **Hardware Storage Migrations**			
	• None	0		
	• With 1 reference	3	5	
	• With 2 or more references	5		
	• **Database Migrations**			
	• None	0		
	• With 1 reference	3	5	
	• With 2 or more references	5		

Evaluation Criteria	Applicable values/points	Evaluation Criteria
15C.2.5.	• No reference site 0 • Extend growth with IBM compatible hardware 1 referenced sites 2 • Extend growth with IBM and compatible hardware 1 referenced sites 3 • Extend growth with IBM and compatible hardware 2 referenced sites 4 • Extend growth with IBM and compatible hardware 3 or more referenced sites 5	5
15C.2.6.	• No reference site / relevant experience 0 • Integrate SAN growth AIX, Linux on PowerVM 1 referenced site 1 • Integrate SAN growth AIX, Linux, on PowerVM 2 referenced sites 2 • Integrate SAN growth AIX, Linux on PowerVM 3 or more referenced sites 3	3
15C.2.7.	• No support experience 0 • Single vendor- non IBM 1 • 2 Vendors – non IBM 2 • 3 Vendors non IBM 3 • IBM + 2 other Vendors 4 • IBM + Multiple Vendors (3 or more) 5	5
15C.2.8.	• Administration and Support on IBM Power Risc Hardware 1/9 • Administration and Support on IBM SAN Infrastructure 1/9 • Implementation and Support for SAP HANA on IBM Power Risc platform 1/9 • Administration and Support for AIX Operating Systems 1/9 • SPECTRUM VIRTUALISE implementation and support compatible with IBM storage infrastructure 1/9 • Implementation and Support for IBM Power administration software PowerVC 1/9 • Implementation and Support for IBM Power administration software PowerSC 1/9 • Implementation and Support for IBM Power administration software PowerHA 1/9 • IBM GPFS implementation and Support 1/9	9
15C.2.9. (Cumulative Scoring)	**IBM AIX OS Certifications** **Score** • Current AIX OS certifications supplied, >5 years 5 • Current AIX OS certifications supplied, 2 - 4 years 3 • Current AIX OS certifications supplied, < 2 years 1 • No certifications 0 • **SAN Storage certifications** • Current certifications supplied including IBM Enterprise SAN, >5 years 5 Current certifications supplied excluding IBM Enterprise SAN, >5 years 4 • Current certifications supplied, 2 - 4 years 3 • Current certifications supplied, < 2 years 1 • No certifications 0 • **SAN Fabric certifications** • Current certifications supplied In-depth, > 5 years 5 • Current certifications supplied, Satisfactory, 2 - 4 years 3 • Current certifications supplied, Inadequate, < 2 years 2 • No certficiations 0	15
Total		**/100**
Tenderers are to complete Schedule 15C of the tender in order to be scored for Functionality.		

SCHEDULE D				
Evaluation Criteria	**Applicable values/points**			**Cumulative /max score**
15D.2.1	• Less than 3 integrated SAP systems - • Three to four integrated SAP production systems • Five to six integrated SAP production systems • More than Six integrated SAP production systems		0 4 6 8	8
15D.2.2.	• No ISU exposure • SAP ISU / Portal / ECC6, no South African exposure • SAP ISU / Portal / ECC6, with South African exposure		0 2 5	5
15D.2.3. (Cumultive Scoring)	**SAP Systems supported**	**Score**	**Max Score**	45
	• ECC6	2		
	• SAP Portals	2		
	• SAP PI/XI	2		
	• SAP PSRM	2	11	
	• SAP Mobile	2		
	• Other SAP	1		
	• **No. of Users**			
	• No user support	0		
	• Less than 2000	1		
	• Between 2001 and 5000	3	5	
	• Between 5001 and 15000	4		
	• Greater than or equal to 15001	5		
	• **Database size**			
	• No DB support	0		
	• Less than 500 GB	1		
	• Between 501GB and 5 TB	3	5	
	• Between 5TB and 20 TB	4		
	• Greater than 20 TB	5		
	• **Database Type**			
	• Oracle	4		
	• SAP Hana	4		
	• Maxdb	4	14	
	• Other	2		
	• No DB support	0		
	• **OS Platform**			
	• AIX	5		
	• Linux;	3		
	• Windows	2	5	
	• Other	1		
	• No OS support	0		
	• **No. of years**			
	• None	0		
	• < 2 years	1		
	• Between 2 (inclusive) and < 3 years	2	5	
	• Between 3 (inclusive) and < 6 years	3		
	• ≥ 6 years	5		
15D.2.4. (Cumulative Scoring)	**OS Platform Migrations**	**Score**	**Max Score**	15
	• None	0		
	• With 1 reference	3	5	
	• With 2 or more references	5		
	• **Hardware Storage Migrations**			
	• None	0		
	• With 1 reference	3	5	
	• With 2 or more references	5		
	• **Database Migrations**			
	• None	0		
	• With 1 reference	3	5	
	• With 2 or more references	5		

Evaluation Criteria	Applicable values/points	Cumulative /max score
15D.2.5.	• No reference site 0 • Extend growth without Huawei but IBM compatible hardware 1 referenced site 1 • Extend growth with Huawei and IBM compatible hardware 1 referenced site 3 • Extend growth with Huawei and IBM compatible hardware 2 referenced sites 5 • Extend growth with Huawei and IBM compatible hardware 3 or more referenced sites 7	7
15D.2.6.	• No support experience 0 • Single vendor- non IBM 1 • 2 Vendors – non IBM 2 • 3 Vendors non IBM 3 • IBM + 2 other Vendors 4 • IBM + Multiple Vendors (3 or more) 5	5
15D.2.7. (Cumulative Scoring)	**OS Certifications** **Max Score** • Current OS certifications supplied, >5 years 5 • Current OS certifications supplied, 2 - 4 years 3 • Current OS certifications supplied, <2 years 1 • No certifications 0 **SAN Storage certifications** • Current certifications supplied including Storage virtualisation, > 3 years 5 • Current certifications supplied excluding storage virtualisation, >5 years 4 • Current certifications supplied, 2 - 4 years 3 • Current certifications supplied, < 2 years 1 • No certifications 0 **SAN Fabric certifications** • Current certifications supplied > 5 years 5 • Current certifications supplied, 2 - 4 years 3 • Current certifications supplied, < 2 years 2 • No response 0	15
Total		**/100**
Tenderers are to complete Schedule 15D of the tender in order to be scored for Functionality.		

SCHEDULE E		
Evaluation Criteria	**Applicable values/points**	**Cumulative /max score**
15E.1.1	• OEM Platinum or Gold partner status 20 • OEM Silver Partner status 15 • OEM Authorised Partner status 10 • OEM partner status 5 • No response 0	20
15E.1.2	• > 7 years +, implementation + integration 10 • ≤ 7 years, implementation + integration 8 • ≤5 years, implementation + integration 6 • ≤ 3years, implementation + integration 4 • ≤ 2 years' implementation + integration 2 • No response – 0 experience 0	10
15E.1.3	• Centralized, bulk deployment, fully Automated & Repeatable 10 • Centralized, bulk deployment, Repeatable 8 • Centralized, Repeatable 6 • Centralized & Manual 4 • Decentralized & Manual 2 • No response 0	10
15E.1.4	• 5 or more reference sites listed 5 • 3-4 reference sites listed 3 • 1-2 reference sites listed 1 • 0 reference sites listed 0 • Planning and implementation experience listed 5 • Implementation experience listed 3 • Planning tasks listed only 1 • No planning or implementation tasks listed 0	10
15E.1.5	• 5 or more reference sites 5 • 3-4 reference sites 3 • 1-2 reference sites 1 • 0 no reference sites 0 • Planning and implementation experience 5 • Implementation experience listed only 3 • Planning tasks listed only 1 • No planning or implementation experience 0	10
15E.1.6	• 5 or more reference sites 5 • 3-4 reference sites 3 • 1-2 reference sites 1 • 0 reference sites 0 • 5 or more SQL instances 5 • 3 to 4 SQL instances 3 • 1 to 2 SQL instances 1 • 0 SQL instances 0	10
15E.1.7	• 5 or more reference sites 5 • 3-4 reference sites 3 • 1-2 reference sites 1 • 0 reference sites 0 • Planning and implementation experience 5 • Implementation experience listed only 3 • Planning tasks listed only 1 • No planning or implementation 0	10

Evaluation Criteria	Applicable values/points	Cumulative /max score
15E.1.8	• 5 or more reference sites listed 5 • 3-4 reference sites listed 3 • 1-2 reference sites listed 1 • 0 no references 0 • Planning and implementation experience listed 5 • Implementation experience listed 3 • Planning tasks listed only 1 • No planning or implementation 0	10
15E.1.9	• 5 or more reference sites listed 5 • 3-4 reference sites listed 3 • 1-2 reference sites listed 1 • 0 no reference 0 • Planning and implementation experience listed 5 • Implementation experience listed 3 • Planning tasks listed only 1 • No planning or implementation experience 0	10
Total		**/100**
Tenderers are to complete Schedule 15E of the tender in order to be scored for Functionality.		

SCHEDULE F		
Evaluation Criteria	**Applicable values/points**	**Cumulative /max score**
15F.1.1	• Level 4 (equivalent to platinum) 10 • Level 3 (equivalent to gold) 8 • Level 2 (equivalent to silver) 6 • Level 1 (equivalent to bronze 4 • 0 no partner status 0	10
15F.1.2	• > 7 years +, implementation + integration 10 • < 7 years, implementation + integration 8 • <5 years, implementation + integration 6 • <3years, implementation + integration 4 • < 2 years' implementation + integration 2 • No response – 0 experience 0	10
15F.1.3	• Centralized, bulk deployment, fully Automated & Repeatable 10 • Centralized, bulk deployment, Repeatable 8 • Centralized, Repeatable 6 • Centralized & Manual 4 • Decentralized & Manual 2 • No response 0	10
15F.1.4	**OEM Hardware Management Functionality** • Centralized, bulk deployment, fully Automated & Repeatable 10 • Centralized, bulk deployment, Repeatable 8 • Centralized, Repeatable 6 • Centralized & Manual 4 • Decentralized & Manual 2 • No support 0 **Support for Lenovo / Fusion X86 Server** • Centralized, bulk deployment, fully Automated & Repeatable 10 • Centralized, bulk deployment, Repeatable 8 • Centralized, Repeatable 6 • Centralized & Manual 4 • Decentralized & Manual 2 • No support 0	20
15F.1.5	• 5 or more reference sites 5 • 3-4 reference sites 3 • 1-2 reference sites 1 • Planning and implementation experience 5 • Implementation experience listed only 3 • Planning tasks listed only 1	10
15F.1.6	• 5 or more reference sites 5 • 3-4 reference sites 3 • 1-2 reference sites 1 • 5 or more SQL instances 5 • 3 to 4 SQL instances 3 • 1 to 2 SQL instances 1	10
15F.1.7	• 5 or more reference sites 5 • 3-4 reference sites 3 • 1-2 reference sites 1 • 0 reference sites 0 • Planning and implementation experience 5 • Implementation experience listed only 3 • Planning tasks listed only 1 • No Planning and implementation experience 0	10

Evaluation Criteria	Applicable values/points		Cumulative /max score
15F.1.8	• 5 or more reference sites listed • 3-4 reference sites listed • 1-2 reference sites listed • 0 reference sites listed • Planning and implementation experience listed • Implementation experience listed • Planning tasks listed only • No planning and implementation experience	5 3 1 0 5 3 1 0	10
15F.1.9	• 5 reference sites listed • 3-4 reference sites listed • 1-2 reference sites listed • 0 reference sites listed • Planning and implementation experience listed • Implementation experience listed • Planning tasks listed only • No planning and implementation experience	5 3 1 0 5 3 1 0	10
Total			**/100**
Tenderers are to complete Schedule 15F of the tender in order to be scored for Functionality.			

The minimum qualifying score for functionality is **70** out of a maximum of **100**, per schedule.

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

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

2.2.1.1.5 Mandatory Requirement - OEM Accreditation / Authorisation

Tenderers must be authorised or accredited by the Original Equipment Manufacturer (OEM) or copyright holder to sell or distribute the hardware and manage any warranty processes and escalations as and when required. Alternatively, should the authorization / accreditation be from a distributor, then a proof of authorization authorizing the distributor to resell and/or authorize others by the OEM or copyright holder, must be submitted.

Tenderers are to submit, either with their tender submission (attached to Schedule 15G), or within a specified timeframe after being requested to do so; proof of authority from the OEM to sell/maintain/ support the products of the OEM or copyright holder.

In addition, tenderers are to submit, either with their tender submission (attached to Schedule 15G), or within a specified timeframe after being requested to do so; the Recommended Retail Price (RRP) used for tendering purposes

2.2.1.1.6 Technical Schedule

In order to determine whether the offers tendered are functional, and to the required specification of the City of Cape Town, tenderers MUST submit completed Technical Schedule, Schedule 15H; either with their tender submission or within a specified timeframe after being requested to do so.

2.2.1.1.7 Local production and content

Not Applicable

2.2.1.1.8 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.9 Provision of samples

Not Applicable

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.

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, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Information and Communication Technology (ICT) Charter of 07 November 2016** unless in possession of a valid sector certificate.

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

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 and the preferences 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 anticipated quantities across the lifespan of the contract as set out in the **Price Schedule (Part 5).**

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

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

2.3.10.3.4 Applicable formula:

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

Price shall be scored as follows:

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

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 scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 10 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **10** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

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

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
less than 51%	4	5
at least 51% but less than 100%	2	9
100%	1	10

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

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor	Number of Points for Preference
at least 51% but less than 100%	2	9
100%	1	10

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

$N_T = P_S + N_P$

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

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

2.3.10.5 Risk Analysis

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

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

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

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

2.3.11 Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer

for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

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

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

2.3.12.5 The CCT reserves the right to nominate an alternative 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 alternative bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

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

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

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER NO: **293G/2021/22**

TENDER DESCRIPTION: **SUPPLY AND DELIVERY OF ICT ENTERPRISE SERVERS, STORAGE & ASSOCIATED SERVICES**

CONTRACT PERIOD: **36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☐ Close Corporation ☐ Company

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

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address **(Chosen domicilium citandi et executandi)**	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone:_____ E-mail address:_____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐Yes ☐No
	b) Does the tenderer havea permanent establishment in the Republic of South Africa? ☐Yes ☐No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐Yes ☐No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐Yes ☐No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE

TENDER: 293G/2021/22 SUPPLY AND DELIVERY OF ICT ENTERPRISE SERVERS, STORAGE &ASSOCIATED SERVICES

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)

INITIALS OF CITY OFFICIALS		
1	2	3

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

_____
Date

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 293G/2021/22 SUPPLY AND DELIVERY OF ICT ENTERPRISE SERVERS, STORAGE &ASSOCIATED SERVICES

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 . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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4 Subject . . . . . .

Details . . . . . .

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

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

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

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**

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

5.8 The City intends to award the tender per schedule. Tenderers are therefore required to price for all items within a Schedule tendering for. All "hidden" or unseen costs stated and priced for in the tender submission. Where additional licenses and modules are required for an implementation, these should be included in pricing.

5.9 Tenderers are to submit an original Original Equipment Manufacurer (OEM) Recommended Retail Price List (RRPL) that the pricing for this tender is based on as per clause 2.2.1.1.5 of the Eligibility Criteria.

5.10 The Pricing Schedule below contains item lists per schedule that will be used to evaluate responses. The items are based on the existing environment and the current equipment used to run the City of Cape Town's infrastructure for Schedule A & B – SAP environment, Schedule C & D– SAP and Wintel environment and Schedule E & F – Wintel environment.

5.11 The City will accept pricing on the components requested as mentioned in the below Schedules A, B, C, D, E and F. The award of Schedules A, C, D, E and F extend to the maintenance and expansion of the current environment. Associated and new licensing for the established environment, maintenance and support thereof and in terms of the replacement of like-for-like in the stipulated environment.

5.12 The tender will be evaluated and awarded on the mark-up percentage per Schedule for the entire product offering per individual Schedule (A – F of this tender) which will be based on the submitted OEM (Original Equipment Manufacturer) pricelists. For the purpose of simplifying and comparative analysis, **a set RoE of R15,00 to the US $** may be used by the tenderer.

5.13 Tenderers may propose an alternate solution under Schedule B that is compliant with the specifications as defined below in the tender document for Schedules B. Please include a detailed list of the relevant components relating to your solution (in the same format as our original request in the respective proposal Schedules B provided, with its corresponding pricing taking into consideration the pricing instructions contained herein. PLEASE DO NOT ALTER THE FORMAT OF THE SUPPLIED TABLE/S IN ANY WAY WHEN SUBMITTING YOUR BID. The City reserves the right to award Schedule B. Schedule B could be used in the procurement of server infrastructure when one of the existing environments have reached "EOL – End of life" and requires replacement and / or when the City has a requirement to setup a new server environment. The utilization of Schedule B shall be done at the discretion of the City of Cape Town taking into account fit for purpose and availability of stock for project implementation.

All pricing provided must be for a fully working and licensed product. Any alternative solution product offerings must be able to integrate into the existing environment. All assumptions must be stated in your submission.

NB. For alternative solution proposals as mentioned in Schedule B : Please include all interoperability costs associated with ensuring your equipment is fully compatible with the current Server and SAN footprint used by the City of Cape Town. Your solution must have certified Benchmarks as requested, for Schedule B, and be a fully functional system.

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule A: Enterprise Servers (Existing Environment)

Configuration

Partner Type and Mark-up Percentage
Tenderers to specify the manufacturer Partner Type and Percentage Mark-up that will be applied to the products in this schedule. Partner Type: _____ *(e.g. Tier1, Tier2, Platinum, Gold, Silver, etc.)* Percentage Mark-up : _____ %

IBM Power E980:9080 Model M9S

- E980:9080 Model M9S 3.9Ghz Power9 Processor with 5U node drawer
- 80 Cores Active (72 Mobile enabled / 8 Core Static enabled)
- 8TB Memory with active memory expansion enablement (6TB Mobile enabled / 2TB Static)
- 8 x 32GB HBA's
- 8 x 4 Port 10G SFP+
- 80 x AIX Enterprise Edition with 3 year software maintenance
- 80 x PowerVM Enterprise Edition with 3 year software maintenance
- 1 x HMC 1:Hardware Management Console
- 1 x Hardware Management Console License for CR2 with 3-year software maintenance

Schedule A: Enterprise Servers – Existing environment

Item	Product Code	Estimated quantity per configuration	Description	Unit	OEM Price per Unit (Excl. VAT)
Power E980					
1	9080-M9S	1	E980:9080 Model M9S	Each	**R**
2	265	1	AIX Partition Specify	Each	**R**
3	266	1	Linux Partition Specify	Each	**R**
4	837	1	SAN Load Source Specify	Each	**R**
5	2146	1	Primary OS - AIX	Each	**R**
6	4650	1	Rack Indicator- Not Factory Integrated	Each	**R**
7	5228	80	PowerVM Enterprise Edition	Each	**R**
8	6671	8	Power Cord 2.7M (9-foot), Drawer to IBM PDU, 250V/10A	Each	**R**
9	9169	1	Order Routing Indicator- System Plant	Each	**R**
10	9300	1	Language Group Specify - US English	Each	**R**
11	9440	80	New AIX License Core Counter	Each	**R**
12	9443	10	New SUSE License Core Counter	Each	**R**
13	EBA8	2	IBM Rack-mount Drawer Bezel and Hardware	Each	**R**
14	EF22	16	512GB DDR4 Memory (4X128GB) CDIMMs	Each	**R**
15	EFBK	2	2 x SMP cable brackets for non-IBM Rack	Each	**R**
16	EFCA	1	System Node to System Control Unit Cable Set for Drawer 1	Each	**R**
17	EFCB	1	System Node to System Control Unit Cable Set for Drawer 2	Each	**R**
18	EFCR	1	Captive Rack identifier	Each	**R**
19	EFFP	2	Flexible service processor	Each	**R**
20	EFN1	2	5U System node Indicator drawer	Each	**R**
21	EFP2	2	40-core (4x10) Typical 3.7 to 3.9 GHz (max) POWER9 Processor with 5U system node drawer	Each	**R**
22	EFPB	8	1 core Processor Activation for #EFP2 and #EHC6	Each	**R**
23	EFPF	72	1 core Mobile-enabled Processor Activation for #EFP2/#EFP6	Each	**R**
24	EHKV	1	SAP HANA Tracking Feature	Each	**R**
25	EMAD	61	100 GB Mobile Enabled Memory Activations	Each	**R**
26	EMAT	44	1 GB Memory activation for M9S	Each	**R**

Schedule A: Enterprise Servers – Existing environment

Item	Product Code	Estimated quantity per configuration	Description	Unit	OEM Price per Unit (Excl. VAT)
27	EMBF	4	512 GB Memory Activations for MS9	Each	**R**
28	EN0T	8	PCIe2 LP 4-Port (10Gb+1GbE) SR+RJ45 Adapter	Each	**R**
29	EN1K	8	PCIe4 LP 32Gb 2-port Optical Fiber Channel Adapter	Each	**R**
30	ER16	2	Indicator, reserve 5 EIA rack space	Each	**R**
31	ER21	1	Field Integration of Rack and Server	Each	**R**
32	ESC0	1	S&H - No Charge	Each	**R**
32	SVPC	2	5000 Power to Cloud Reward points	Each	**R**
1.1	7063-CR2	1	HMC 1:Hardware Management Console	Each	**R**
1.2	964	1	Hardware Management Console License for CR2	Each	**R**
1.3	4650	1	Rack Indicator- Not Factory Integrated	Each	**R**
1.4	6458	2	Power Cord 4.3m (14-ft), Drawer to IBM PDU (250V/10A)	Each	**R**
1.5	9069	1	HMC/Server Order Linkage Indicator	Each	**R**
1.6	9169	1	Order Routing Indicator- System Plant	Each	**R**
1.7	9300	1	Language Group Specify - US English	Each	**R**
1.8	EB2L	2	AC Power Supply - 900W	Each	**R**
1.9	EB2T	1	RAID1 Enabled	Each	**R**
1.10	EBZ1	1	Front of Panel with 2x USB ports	Each	**R**
1.11	EHMD	2	1.8 TB 10K RPM 4K SAS HDD SFF	Each	**R**
1.12	EM62	4	16 GB DDR4 Memory	Each	**R**
1.13	EP75	1	6-core 3.0 GHz POWER9 Processor	Each	**R**
1.14	ERK0	1	Fixed Length Rail Kit for 7063-CR2	Each	**R**
1.15	ESC5	1	Shipping and Handling	Each	**R**
1.16	7316-TF5	1	Rack-Mounted Flat Panel Console Kit 1:IBM 1U Rackmount Console Kit	Each	**R**
1.17	4650	1	Rack Indicator- Not Factory Integrated	Each	**R**
1.18	9300	1	Language Group Specify - US English	Each	**R**
1.19	9911	1	Power Cord (4M) Specify -- All (Standard rack power cord)	Each	**R**

Schedule A: Enterprise Servers – Existing environment

Item	Product Code	Estimated quantity per configuration	Description	Unit	OEM Price per Unit (Excl. VAT)
1.20	EK9G	1	Specify code US Keyboard Language	Each	**R**
1.21	ESC3	1	Shipping and handling	Each	**R**

Schedule A: Enterprise Servers – Existing environment

Software and Maintenance

Item	Product Code	Estimated quantity per configuration	Description	Unit	OEM Price per Unit (Excl. VAT)
			Operating System		
2.1	5765-CBA	1	IBM Power Systems Enterprise Cloud Edition with AIX 7.2	Each	**R**
2.2	V8KYBG	80	Per Processor Core (Medium)	Each	**R**
2.3	5773-CBA	1	3-Year SWMA for 5765-CBA	Each	**R**
2.4	U1P0C5	80	Per Proc SW Maint Registration (Medium)	Each	**R**
2.5	5639-SAP	1	SUSE SLES for SAP Applications for Power	Each	**R**
2.6	8000	1	Supply - SLES for SAP Appl for Power	Each	**R**
2.7	MDAFZB	1	1-2 Skts or 1-2 LPARs w 3yr Pri Sub/Sup	Each	**R**
			Virtualization Platform		
3.1	5765-VE3	1	IBM PowerVM Enterprise Edition V3	Each	**R**
3.2	T8J5GB	80	Per Processor Core N/C (Medium)	Each	**R**
3.3	5773-PVE	1	3-Year SWMA for 5765-PVE/VE3	Each	**R**
3.4	U0VTC5	80	Per Proc SW Maint Registration (Medium)	Each	**R**
3.5	5773-PXI	1	Proactive Support for AIX/IBM i - 3 Year	Each	**R**
3.6	5809	1	WW Notice doc (Agreements for IBM Software Support Services)	Each	**R**
3.7	P1RADH	1	Proactive 9x5 Support per Server (PG03)	Each	**R**
4.1	5773-RS3	1	MCRSA for HMC - 3-Year	Each	**R**
4.2	7000	1	Agreement for MCRSA	Each	**R**
4.3	Z0MFKG	1	Per Processor Software Support 3 Year	Each	**R**

Schedule A: Professional Services

No.	Description	Unit	Year 1 Fixed Price per Unit (Excl. VAT) (Months 1 to 12 of the contract)	Year 2 Fixed Price per Unit (Excl. VAT) (Months 13-24)	Year 3 Fixed Price per Unit (Excl. VAT((Months 25 to 36)
4.1.	Implementation and Administration Services	Rate per hour	**R**	**R**	**R**
4.2.	Project Management Services	Rate per hour	**R**	**R**	**R**

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule B: Enterprise Server – Alternative Solution

Configuration

Partner Type and Mark-up Percentage
Tenderers to specify the manufacturer Partner Type and Percentage Mark-up that will be applied to the products in this schedule. Partner Type: _____ *(e.g. Tier1, Tier2, Platinum, Gold, Silver, etc.)* Percentage Mark-up : _____ %

Alternative / Equivalent to IBM E980

Please cost a fully functional Enterprise Server Infrastructure which meets at least the following specifications:
Capable of a SAPS rating of at least 900 000 SAPS

- TB of Physical Memory
- 4 x 10Gbit NIC's
- 4 x 16Gbit Fibre Adapters
- Redundant Power Supplies
- All required Software licensing
- 3 Year maintenance and support
- All OS migration costs if not AIX

Schedule B: Enterprise Server – Alternative Solution					
Item	**Product Code**	**Quantity**	**Description**	**Unit**	**OEM Price per Unit (excl. VAT)**
1					**R**
2					**R**
3					**R**
4					**R**
5					**R**
6					**R**
7					**R**
8					**R**
9					**R**
10					**R**

Schedule B: Enterprise Server – Alternative Solution

Item	Product Code	Quantity	Description	Unit	OEM Price per Unit (excl. VAT)
11					**R**
12					**R**
13					**R**
14					**R**
15					**R**
16					**R**
17					**R**
18					**R**
19					**R**
20					**R**
1.1					**R**
1.2					**R**
1.3					**R**
1.4					**R**
1.5					**R**
1.6					**R**
1.7					**R**
1.8					**R**
1.9					**R**
1.10					**R**
1.11					**R**
1.12					**R**
1.13					**R**
1.14					**R**
1.15					**R**
1.16					**R**
1.17					**R**
1.18					**R**
1.19					**R**
1.20					**R**

Schedule B: Enterprise Servers – Alternative Solution

Item	Product Code	Quantity	Description	Unit	OEM Price per Unit (Excluding Vat)
Operating System					
2.1				Each	R
2.2					R
2.3					R
2.4					R
2.5					R
2.6					R
2.7					R
Virtualization Platform					
3.1					R
3.2					R
3.3					R
3.4					R
3.5					R
3.6					R
3.7					R
Hardware Management Software					
4.1					R
4.2					R
4.3					R
4.4					
4.5					

Schedule B: Professional Services

No.	Description	Unit	Year 1 Fixed Price per Unit (Excl. VAT) (Months 1 to 12 of the contract)	Year 2 Fixed Price per Unit (Excl. VAT) (Months 13-24)	Year 3 Fixed Price per Unit (Excl. VAT) (Months 25 to 36)
5.1.	Implementation and Administration Services	Rate per hour	R	R	R
5.2.	Project Management Services	Rate per hour	R	R	R

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule C1: Enterprise Storage (Tier 0) (Existing Environment)

Partner Type and Mark-up Percentage
Tenderers to specify the manufacturer Partner Type and Percentage Mark-up that will be applied to the products in this schedule. Partner Type: _____ *(e.g. Tier1, Tier2, Platinum, Gold, Silver, etc.)* Percentage Mark-up : _____ %

Configuration

IBM Tier 0 Purpose Built All Flash Array

- 730TB Usable Capacity using Raid 6
- 2TB Cache
- 16 x NVMe 32Gb FC Ports Per Controller
- Redundant Power Supplies
- Software Included: Deduplication, Compression, Thin Provisioning, Hyperswap, Easy Tier, FlashCopy (snapshot), Remote Replication, Storage Insights , Safe Guarded Copy, Encryption and Multi-Factor Authentication
- 1 020 000 IOPS
- .53ms Response Time

Schedule C1: Enterprise Storage (Tier 0)					
Item	**Product Code**	**Estimated quantity per configuration**	**Description**	**Unit**	**OEM Price per unit (Excluding Vat)**
Schedule C1: FS9500 - 730TB Usable Capacity (Tier 0)					
1	4666-AH8	1	IBM FlashSystem 9500 SFF NVMe Control Enclosure	Each	**R**
2	ACGM	1	1024 GB Base Cache	Each	**R**
3	ACGN	1	1024 GB Cache Upgrade	Each	**R**
4	ACGU	2	480 GB M.2 Boot drive Pair	Each	**R**
5	ADN1	1	Order Type 1 Indicator - CTO	Each	**R**
6	AGJN	1	Shipping and Handling	Each	**R**
7	AHBB	4	4 Port Fibre Channel Adapter Cards with Transceivers (Pair)	Each	**R**
8	AHP5	2	Power Cords - PDU C19 to C20	Each	**R**
9	AHSC	24	38.4 TB 2.5 Inch NVMe Flash Core Module	Each	**R**
10	ALH0	1	Expert Care Indicator	Each	**R**
11	ALL3	1	EC Premium 3 Year	Each	**R**
12	4673-P03	1	3 year IBM Storage Expert Care Premium	Each	**R**
13	5639-011	1	IBM Spectrum Virtualize Software for FlashSystem 9500 Controller	Each	**R**
14	VEF2BG	1	One-Time Charge per Storage Device	Each	**R**
15	5639-015	1	3-Year Registration SWMA for 5639-011	Each	**R**
16	UEF6C5	1	Per Storage Dev SW Maint 3-Yr Registration	Each	**R**
17	5773-ECP	1	IBM Storage Expert Care Premium - 3 Year	Each	**R**
18	S1T0GD	1	Expert Care Premium	Each	**R**

Schedule C2: Midrange Storage (Tier 1)

Configuration

IBM Tier 1 Purpose Built All Flash Array

- 364TB Usable Capacity using Raid 6
- 1.5TB Cache
- 8 x NVMe 32Gb FC Ports Per Controller
- Redundant Power Supplies
- Software Included: Deduplication, Compression, Thin Provisioning, Hyperswap, Easy Tier, FlashCopy (snapshot), Remote Replication, Storage Insights , Safe Guarded Copy, Encryption and Multi-Factor Authentication
- 220 000 IOPS
- .93ms response time

Schedule C2: Midrange Storage (Tier 1)

Item	Product Code	Estimated quantity per configuration	Description	Unit	OEM Price per unit (Excluding Vat)
Schedule C2: FS7300 - Storage – 364TB Usable Capacity (Tier 1)					
1.1	4657-924	1	IBM FlashSystem 7300 NVMe Control Enclosure	Each	**R**
1.2	9730	1	Power Cord - PDU Connection	Each	**R**
1.3	ACGB	1	768 GB Cache upgrade	Each	**R**
1.4	ACGJ	1	512 GB Cache upgrade	Each	**R**
1.5	ACGV	2	240 GB M.2 Boot drive Pair	Each	**R**
1.6	ADBE	2	32 Gb FC 4 Port Adapter Cards (Pair)	Each	**R**
1.7	ADN1	1	Order Type 1 Indicator - CTO	Each	**R**
1.8	ADSC	24	19.2 TB NVMe Flash Core Module	Each	**R**
1.9	AGDA	1	Shipping and Handling	Each	**R**
1.10	AHZD	1	All Flash Indicator	Each	**R**
1.11	ALH0	1	Expert Care Indicator	Each	**R**
1.12	ALK3	1	EC Advanced 3 Year	Each	**R**
1.13	4658-A03	1	3 year IBM Storage Expert Care Advanced	Each	**R**
1.14	5773-STG	1	Support Line for Storage - 3 Year	Each	**R**
1.15	M1TVX4	1	Support per Server (N/C)	Each	**R**

Schedule C3: Entry Storage (Tier 2)

Configuration

IBM Tier 2 Purpose Built Flash Array

- 170TB Useable Capacity using Raid 6
- 512G Cache
- 4 x NVMe 32Gb FC Ports Per Controller
- Redundant Power Supplies
- Software Included: Deduplication, Compression, Thin Provisioning, Hyperswap, Easy Tier, FlashCopy (snapshot), Remote Replication, Storage Insights , Safe Guarded Copy, Encryption and Multi-Factor Authentication
- 120 000 IOPS
- .89ms response time

Schedule C3: Entry Storage (Tier 2)

Item	Product Code	Estimated quantity per configuration	Description	Unit	OEM Price per Unit (Excluding Vat)
Schedule C3: FS5200 - Storage - 170TB Usable (Tier 2)					
2.1	4662-6H2	1	IBM FlashSystem 5200 NVMe Control Enclosure	Each	**R**
2.2	9730	1	Power Cord - PDU Connection	Each	**R**
2.3	ADN1	1	Order Type 1 Indicator - CTO	Each	**R**
2.4	AGJW	1	Shipping and Handling	Each	**R**
2.5	AGS7	12	19.2 TB NVMe Flash Core Module	Each	**R**
2.6	AHPE	1	AC Power Supply (Pair)	Each	**R**
2.7	AHZD	1	All Flash Solution Indicator	Each	**R**
2.8	ALBK	1	32 Gb FC 2 Port Adapter Cards (Pair)	Each	**R**
2.9	ALG1	1	512 GB Base Cache	Each	**R**
2.10	ALH0	1	Expert Care Indicator	Each	**R**
2.11	ALK3	1	EC Advanced 3 Year	Each	**R**
2.12	4663-A03	1	3 year Expert Care Advanced for FS5200	Each	**R**
2.13	5773-STG	1	Support Line for Storage - 3 Year	Each	**R**
2.14	M1TVX4	1	Support per Server (N/C)	Each	**R**

Schedule C: Professional Services

No.	Description	Unit	Year 1 Fixed Price per Unit (Excl. VAT) (Months 1 to 12 of the contract)	Year 2 Fixed Price per Unit (Excl. VAT) (Months 13-24)	Year 3 Fixed Price per Unit (Excl. VAT) (Months 25 to 36)
5.1.	Implementation and Administration Services	Rate per hour	**R**	**R**	**R**
5.2.	Project Management Services	Rate per hour	**R**	**R**	**R**

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule D1: Enterprise Storage Purpose Built Flash Array Equivalent (High - End / Tier 0)

Partner Type and Mark-up Percentage
Tenderers to specify the manufacturer Partner Type and Percentage Mark-up that will be applied to the products in this schedule. Partner Type: _____ (*e.g. Tier1, Tier2, Platinum, Gold, Silver, etc.)* Percentage Mark-up : _____ %

Configuration

Tier 0 Purpose Built All Flash Array Alternative

- 140TB Usable Capacity using Raid 6
- 1TB Cache
- 4 x 16Gb FC Host Port per Controller
- Redundant Power Supplies
- Software Included: DeviceManager, Thin,Migration, Snap, Replication, Clone, QoS, Erase, eService, Virtualization, Metro, CDP)
- 620,000+ IOPS with 70/30 Read/Write ratio
- Less than 1 ms stable response time

Schedule D1: HUAWEI Dorado 6000 Storage 140TB Usable Capacity (Tier 0) - Secondary Solution

Item	Product Code	Quantity	Description	Unit	OEM Price per unit (Excl. VAT)
1	02352VVA	1	OceanStor Dorado 6000 V6(2U,Dual Ctrl,NVMe,AC\240V HVDC,1TB Cache,4*100Gb RDMA,36*Palm,SPE62C0236,Applicable to 1.2m-Depth Cabinets)	Each	**R**
2	3058969	2	4 ports SmartIO I/O module(SFP+,16Gb FC)	Each	**R**
3	02352SGM	25	7.68TB SSD NVMe Palm Disk Unit(7")	Each	**R**
4	14130860	8	Patch Cord,DLC/PC,DLC/PC,Multi-mode,10m,A1a.2,2mm,42mm DLC,OM3 bending insensitive	Each	**R**
5	88036XNJ	1	Advanced License(Including DeviceManager,Thin,Migration,Snap,Replication,Clone,QoS,Erase,eService,Virtualization,Metro,CDP)	Each	**R**
6	88134ULF-245	25	7.68TB SSD NVMe Palm Disk Unit(7")-Hi-Care Onsite Premier Dorado 6000 6.4TB-7.68TB SSD-36Month(s)	Each	**R**
7	88134ULF-376	1	OceanStor Dorado 6000 V6(2U,Dual Ctrl,NVMe,AC\240V HVDC,1TB Cache,4*100Gb RDMA,36*Palm,SPE62C0236,Applicable to 1.2m-Depth Cabinets)-Hi-Care Onsite Premier Dorado 6000 V6 Controller Enclosure-36Month(s)	Each	**R**
8	88134UHK-1HW	1	Advanced License(Including DeviceManager,Thin,Migration,Snap,Replication,Clone,QoS,Erase,eService,Virtualization,Metro,CDP)-Hi-Care Application Software Upgrade Support Service OceanStor Dorado 6000 V6 Advanced License-36Month(s)	Each	**R**

Schedule D2: Enterprise Storage (Mid-range / Tier 1) Secondary Solution

Configuration

Schedule D2: Purpose Built Storage Array (Mid-range / Tier 1) Secondary Solution

- 175TB Useable Capacity using Raid 6
- 512GB Cache
- 8 x 16Gb FC Host Port per Controller
- Redundant Power Supplies
- Software Included: DeviceManager, Thin, Migration, Snap, Replication, Clone, QoS, Erase, eService, Virtualization, Metro,CDP)
- 350,000+ IOPS with 70/30 Read/Write ratio
- Less than 1 ms stable response time

Schedule D2: HUAWEI Dorado 5000 Storage 175TB Usable Capacity (Tier 1) - Secondary Solution

Item	Product Code	Estimated Quantities per configuration	Description	Unit	OEM Price per unit (Excl. VAT)
2.1	02352VUU	1	OceanStor Dorado 5000 V6(2U,Dual Ctrl,NVMe,AC\240V HVDC,512GB Cache,4*100Gb RDMA,36*Palm,SPE62C0236,Applicable to 1.2m-Depth Cabinets)	Each	**R**
2.2	3058969	2	4 ports SmartIO I/O module(SFP+,16Gb FC)	Each	**R**
2.3	02352SGL	31	7.68TB SSD NVMe Palm Disk Unit(7")	Each	**R**
2.4	14130860	8	Patch Cord,DLC/PC,DLC/PC,Multi-mode,10m,A1a.2,2mm,42mm DLC,OM3 bending insensitive	Each	**R**
2.5	88036XNC	1	Advanced License(Including DeviceManager,Thin,Migration,Snap,Replication,Clone,QoS,Erase,eService,Virtualization,Metro,CDP)	Each	**R**
2.6	88134ULF-244	31	7.68TB SSD NVMe Palm Disk Unit(7")-Hi-Care Onsite Premier Dorado 5000 6.4TB-7.68TB SSD-36Month(s)	Each	**R**
2.7	88134ULF-375	1	OceanStor Dorado 5000 V6(2U,Dual Ctrl,NVMe,AC\240V HVDC,512GB Cache,4*100Gb RDMA,36*Palm,SPE62C0236,Applicable to 1.2m-Depth Cabinets)-Hi-Care Onsite Premier Dorado 5000 V6 Controller Enclosure-36Month(s)	Each	**R**
2.8	88134UHK-1HL	1	Advanced License(Including DeviceManager,Thin,Migration,Snap,Replication,Clone,QoS,Erase,eService,Virtualization,Metro,CDP)-Hi-Care Application Software Upgrade Support Service OceanStor Dorado 5000 V6 Advanced License-36Month(s)	Each	**R**

Schedule D3: Enterprise Storage (Tier 2) Secondary Solution

Configuration

Schedule D3: Purpose Built Storage Array (Tier 2) Secondary Solution

- 85TB Usable Capacity using Raid 6
- 384GB Cache
- 4 x 16Gb FC Host Port per Controller
- Redundant Power Supplies
- Software Included: Thin, Multi-Tenant, Migration, Erase, Motion, eService, Quota, NFS, CIFS, NDMP, Mirror, Snap, Copy, Clone, Tier, Replication, QoS, Partition, Virtualization, SSDCache, WORM, Metro, Vault
- 40,000+ IOPS with 70/30 Read/Write ratio
- Less than 3 ms response time

Schedule D3: HUAWEI OceanStor 5500 – Storage Controller – 85TB Usable (Tier 2) - Secondary Solution

Item	Product Code	Estimated Quantity per configuration	Description	Unit	OEM Price per unit (Excl. VAT)
3.1	02353TQE	1	5500 V5(2U,Dual Ctrl,SAS,AC\240V HVDC,384GB Cache,4*(4*12Gb) SAS,25*2.5",SPE53C0225)	Each	**R**
3.2	03050AQT	2	4 ports SmartIO I/O module(SFP+,16Gb FC)	Each	**R**
3.3	02354DRS	6	3.84TB SSD SAS Disk Unit(2.5")	Each	**R**
3.4	02352WFX	12	10TB 7.2K RPM NL-SAS Disk Unit(3.5")	Each	**R**
3.5	02352TKG	1	SAS Disk Enclosure(4U,AC\240V HVDC,3.5",Expansion Module,24 Disk Slots,Without Disk Units,DAE62435U4)	Each	**R**
3.6	14130858	8	Patch Cord,DLC/PC,DLC/PC,Multi-mode,3m,A1a.2,2mm,42mm DLC,OM3 bending insensitive	Each	**R**
3.7	4052252	2	High Speed Cable,48G Mini SAS HD Cable,3m,SFF 8644 Plug,28AWG*4P*2B(S),SFF 8644 Plug,indoor,SAS 3.0,LSZH	Each	**R**
3.8	88036XMG	1	Advanced License(Thin,Multi-Tenant,Migration,Erase,Motion,eServ ice,Quota,NFS,CIFS,NDMP,Mirror,Sna p,Copy,Clone,Tier,Replication,QoS,P artition,Virtualization,SSDCache,WO RM,Metro,Vault)	Each	**R**
3.9	88134ULF-224	1	SAS Disk Enclosure(4U,AC\240V HVDC,3.5",Expansion Module,24 Disk Slots,Without Disk Units,DAE62435U4)-Hi-Care Onsite Premier OceanStor V5 Disk Enclosure-36Month(s)	Each	**R**
3.10	88134ULF-408	1	5500 V5(2U,Dual Ctrl,SAS,AC\240V HVDC,384GB Cache,4*(4*12Gb) SAS,25*2.5",SPE53C0225)-Hi-Care Onsite Premier OceanStor 5500 V5 Kunpeng Controller Enclosure-36Month(s)	Each	**R**
3.11	88134ULF-194	6	3.84TB SSD SAS Disk Unit(2.5")-Hi-Care Onsite Premier OceanStor 3.84TB SSD-36Month(s)	Each	**R**
3.12	88134UHK-1HN	1	Advanced License(Thin,Multi-Tenant,Migration,Erase,Motion,eServ ice,Quota,NFS,CIFS,NDMP,Mirror,Sna p,Copy,Clone,Tier,Replication,QoS,P artition,Virtualization,SSDCache,WO RM,Metro,Vault)-Hi-Care Application Software Upgrade Support Service OceanStor 5500 V5 Advanced License-36Month(s)	Each	**R**

Schedule D: Professional Services

No.	Description	Unit	Year 1 Fixed Price per Unit (Excl. VAT) (Months 1 to 12 of the contract)	Year 2 Fixed Price per Unit (Excl. VAT) (Months 13-24)	Year 3 Fixed Price per Unit (Excl. VAT) (Months 25 to 36)
5.1.	Implementation and Administration Services	Rate per hour	**R**	**R**	**R**
5.2.	Project Management Services	Rate per hour	**R**	**R**	**R**

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule E1: X86 Servers – Branch Office Entry Level Server (Primary Environment)

Configuration: 20 - 50 Users

Lenovo ThinkSystem SR530

Schedule E1: X86 Servers – Branch Office Entry Level Server					
Item	**Product Code**	**Estimated Quantity per configuration**	**Description**	**Unit**	**OEM Price per Unit (Excl. VAT)**
1	7X08CTO1WW	1	ThinkSystem SR530 - 3yr Warranty	Each	**R**
2	AV0S	1	ThinkSystem SR530 2.5" Chassis with 8 Bays	Each	**R**
3	AWEJ	2	Intel Xeon Bronze 3104 6C 85W 1.7GHz Processor	Each	**R**
4	AUNB	2	ThinkSystem 16GB TruDDR4 2666 MHz (1Rx4 1.2V) RDIMM	Each	**R**
5	AUWB	1	ThinkSystem SR530/SR630/SR570 2.5" SATA/SAS 8-Bay Backplane	Each	**R**
6	AUNJ	1	ThinkSystem RAID 930-8i 2GB Flash PCIe 12Gb Adapter	Each	**R**
7	AULY	4	ThinkSystem 2.5" 300GB 10K SAS 12Gb Hot Swap 512n HDD	Each	**R**
8	AUWC	1	ThinkSystem SR530/SR570/SR630 x8/x16 PCIe LP+LP Riser 1 Kit	Each	**R**
9	AUKG	1	ThinkSystem 1Gb 2-port RJ45 LOM	Each	**R**
10	AVV6	2	ThinkSystem 550W(230V/115V) Platinum Hot-Swap Power Supply	Each	**R**
11	AUPW	1	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	Each	**R**
12	5PS7A01612	1	Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData	Each	**R**
13	5641PX3	1	XClarity Pro for Server w/3 Year SW S&S	Each	**R**

Schedule E2: X86 Servers – Branch Office Medium Level Server (Primary Environment)

Configuration: 51 – 200 Users

Lenovo ThinkSystem SR630

Item	Product Code	Etimated Quantity per configuration	Description	Unit	OEM (Supplier) Cost Excluding Vat Rand
1.1	7X02CTO1WW	1	Server : ThinkSystem SR630 - 3yr Warranty	Each	**R**
1.2	AUW1	1	ThinkSystem SR630 2.5" Chassis with 10 Bays	Each	**R**
1.3	AWEC	2	Intel Xeon Silver 4114 10C 85W 2.2GHz Processor	Each	**R**
1.4	AUNC	4	ThinkSystem 16GB TruDDR4 2666 MHz (2Rx8 1.2V) RDIMM	Each	**R**
1.5	AUW9	1	ThinkSystem SR630/SR570 2.5" AnyBay 10-Bay Backplane	Each	**R**
1.6	AUNG	1	ThinkSystem RAID 530-8i PCIe 12Gb Adapter	Each	**R**
1.7	AULY	4	ThinkSystem 2.5" 300GB 10K SAS 12Gb Hot Swap 512n HDD	Each	**R**
1.8	AUKH	1	ThinkSystem 1Gb 4-port RJ45 LOM	Each	**R**
1.9	AVWA	2	ThinkSystem 750W (230/115V) Platinum Hot-Swap Power Supply	Each	**R**
1.10	A4VP	2	1.0m, C13 to C14 Jumper Cord, Rack Power Cable	Each	**R**
1.11	AUPW	1	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	Each	**R**
1.12	5PS7A06895	1	Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData	Each	**R**

Schedule E3: X86 Servers – Primary Data Centre (Primary Environment)

Configuration: 500+ Users

Lenovo ThinkSystem SR650

Item	Product Code	Estimated Quantity per configuration	Description	Unit	OEM Price per Unit (Excl. VAT)
2.1	7X06CTO1WW	1	ThinkSystem SR650 - 3yr Warranty	Each	**R**
2.2	AUVV	1	ThinkSystem SR650 2.5" Chassis with 8, 16 or 24 bays	Each	**R**
2.3	AWEH	2	Intel Xeon Bronze 3106 8C 85W 1.7GHz Processor	Each	**R**
2.4	AUND	4	ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM	Each	**R**
2.5	AURA	2	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	Each	**R**
2.6	AUNK	1	ThinkSystem RAID 930-16i 4GB Flash PCIe 12Gb Adapter	Each	**R**
2.7	AULY	6	ThinkSystem 2.5" 300GB 10K SAS 12Gb Hot Swap 512n HDD	Each	**R**
2.8	AUR3	1	ThinkSystem SR550/SR590/SR650 x16/x8 PCIe FH Riser 1 Kit	Each	**R**
2.9	AURC	1	ThinkSystem SR550/SR590/SR650 (x16/x8)/(x16/x16) PCIe FH Riser 2 Kit	Each	**R**
2.10	AUKH	1	ThinkSystem 1Gb 4-port RJ45 LOM	Each	**R**
2.11	ATZV	2	Emulex 16Gb Gen6 FC Dual-port HBA	Each	**R**
2.12	AUKX	2	ThinkSystem Intel X710-DA2 PCIe 10Gb 2-Port SFP+ Ethernet Adapter	Each	**R**
2.13	5053	4	SFP+ SR Transceiver	Each	**R**
2.14	AVWD	2	ThinkSystem 750W(230/115V) Platinum Hot-Swap Power Supply	Each	**R**
2.15	6201	2	1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable	Each	**R**
2.16	AUPW	1	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	Each	**R**
2.17	5PS7A06897	1	Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData	Each	**R**
2.18	5641PX3	1	XClarity Pro for Server w/3 Year SW S&S	Each	**R**

Schedule E4: X86 Servers – Primary Data Centre High End (Primary Environment)

Configuration

High End Application / Database Systems
Lenovo ThinkSystem SR850

Item	Product Code	Estimated Quantity per configuration	Description	Unit	OEM Price per Unit (Excll. VAT)
3.1	7X19CTO1WW	1	ThinkSystem SR850 - 3yr Warranty	Each	**R**
3.2	AUPP	1	SR850 2U Chassis Base	Each	**R**
3.3	AX6D	4	Intel Xeon Gold 6130 16C 125W 2.1GHz Processor	Each	**R**
3.4	AUPY	1	ThinkSystem SR850/SR860 Processor and Memory Expansion Tray	Each	**R**
3.5	AUND	16	ThinkSystem 32GB TruDDR4 2666 MHz (2Rx4 1.2V) RDIMM	Each	**R**
3.6	AURA	1	ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane	Each	**R**
3.7	AUNG	1	ThinkSystem RAID 530-8i PCIe 12Gb Adapter	Each	**R**
3.8	AULY	6	ThinkSystem 2.5" 300GB 10K SAS 12Gb Hot Swap 512n HDD	Each	**R**
3.9	AURB	1	ThinkSystem 2U x8 x16ML2 PCIE FH Riser 1	Each	**R**
3.10	AUKH	1	ThinkSystem 1Gb 4-port RJ45 LOM	Each	**R**
3.11	AUKX	2	ThinkSystem Intel X710-DA2 PCIe 10Gb 2-Port SFP+ Ethernet Adapter	Each	**R**
3.12	ATZV	2	Emulex 16Gb Gen6 FC Dual-port HBA	Each	**R**
3.13	5053	4	SFP+ SR Transceiver	Each	**R**
3.14	AUPS	2	1100W Platinum (230V/115V) Power Supply	Each	**R**
3.15	6400	2	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	Each	**R**
3.16	AVUU	1	ThinkSystem XClarity Controller Advanced to Enterprise Upgrade	Each	**R**
3.17	5PS7A06904	1	Essential Service - 3Yr 24x7 4Hr Response + YourDrive YourData	Each	**R**
3.18	5641PX3	1	XClarity Pro for Server w/3 Year SW S&S	Each	**R**

Schedule E: Professional Services

No.	Description	Unit	Year 1 Fixed Price per Unit (Excl. VAT) (Months 1 to 12 of the contract)	Year 2 Fixed Price per Unit (Excl. VAT) (Months 13-24)	Year 3 Fixed Price per Unit (Excl. VAT) (Months 25 to 36)
5.1.	Implementation and Administration Services	Rate per hour	**R**	**R**	**R**
5.2.	Project Management Services	Rate per hour	**R**	**R**	**R**

INITIALS OF CITY OFFICIALS		
1	2	3

Schedule F: X86 Servers – Secondary Solution FusionServer

Partner Type and Mark-up Percentage

Tenderers to specify the manufacturer Partner Type and Percentage Mark-up that will be applied to the products in this schedule.

Partner Type: _____ *(e.g. Tier1, Tier2, Platinum, Gold, Silver, etc.)*

Percentage Mark-up : _____ %

Schedule F1: X86 Servers – Branch Office Entry Level Server – Secondary Solution

Configuration: 20 - 50 Users

FusionServer 1288H					
Item	**Product Code**	**Estimated Quantity per configuration**	**Description**	**Unit**	**OEM Price per unit (Excluding Vat)**
1	02311XDB	1	1288H (8*2.5inch HDD Chassis, With 2*GE and 2*10GE SFP+)	Each	**R**
2	2131255	2	550W platinum AC Power Module	Each	**R**
3	02312XCA	2	Intel Xeon Bronze 3206R 8C 85W 1.9GHz Processor	Each	**R**
4	6200317	4	16GB DDR4 RDIMM	Each	**R**
5	03024JNF	1	SAS/SATA RAID Card-RAID0,1,10-12Gb/s	Each	**R**
6	02312GNF	2	SSD,480GB,SATA 6Gb/s,Read Intensive, 2.5inch	Each	**R**
7	02311XAG	1	PCIe Riser Card,RISER1,1*x16 HH,Used for 1288H	Each	**R**
8	2318169	2	Optical Transceiver,SFP+,10G,Multi-mode Module	Each	**R**
9	88111200	1	Premier Service_36Month(s)	Each	**R**

Schedule F2: X86 Servers – Branch Office Medium Level Server – Secondary Solution

Configuration: 51 – 200 Users

FusionServer 1288H

Item	Product Code	Estimated Quantity per configuration	Description	Unit	OEM (Supplier) Cost Excluding Vat Rand
2.1	02311XDB	1	1288H (8*2.5inch HDD Chassis, With 2*GE and 2*10GE SFP+)	Each	**R**
2.2	2131255	2	550W platinum AC Power Module	Each	**R**
2.3	02312XCA	2	Intel Xeon Silver 4214R(2.4GHz/12-Core/16.5MB/100W)	Each	**R**
2.4	6200317	6	16GB DDR4 RDIMM	Each	**R**
2.5	03024JNF	1	SAS/SATA RAID Card-RAID0,1,10-12Gb/s	Each	**R**
2.6	02312GNF	2	SSD,480GB,SATA 6Gb/s,Read Intensive, 2.5inch	Each	**R**
2.7	02311XAG	1	PCIe Riser Card,RISER1,1*x16 HH,Used for 1288H V5	Each	**R**
2.8	2318169	2	Optical Transceiver,SFP+,10G,Multi-mode Module	Each	**R**
2.9	88111200	1	Premier Service_36Month(s)	Each	**R**

Schedule F3: X86 Servers – Primary Data Centre – Secondary Solution

Configuration: 500+ Users

FusionServer 2288H

Item	Product Code	Estimated Quantity per configuration	Description	Unit	OEM Price per Unit (Excl. VAT)
3.1	02311XBK	1	2288H (8*2.5inch HDD Chassis, With 2*GE and 2*10GE SFP+)	Each	**R**
3.2	2131255	2	550W platinum AC Power Module	Each	**R**
3.3	02312XCA	2	Intel Xeon Silver 4214R(2.4GHz/12-Core/16.5MB/100W)	Each	**R**
3.4	6200317	4	32GB DDR4 RDIMM	Each	**R**
3.5	03024JNF	1	SAS/SATA RAID Card-RAID0,1,10-12Gb/s	Each	**R**
3.6	02312GNF	2	SSD,480GB,SATA 6Gb/s,Read Intensive, 2.5inch	Each	**R**
3.7	02311TWR	1	3*x8 (x16 slot) Riser1 Module	Each	**R**
3.8	02311LAU	1	Ethernet Adapter,10Gb Optical Interface,2-Port,SFP+(with 2x Multi-mode Optical Transceiver),	Each	**R**
3.9	6030276	2	FC HBA,16Gb,2-Port,SFP+(with 2x Multi-mode Optical Transceiver)	Each	**R**
3.10	2318169	1	Optical Transceiver,SFP+,10G,Multi-mode Module	Each	**R**
3.11	88111200	1	Premier Service_36Month(s)	Each	**R**

Schedule F4: X86 Servers – Primary Data Centre High End- Secondary Solution

Configuration: 500+ Users

FusionServer 2288H

Item	Product Code	Estimated Quantity per configuration	Description	Unit	OEM (Supplier) Cost Excluding Vat Rand
4.1	02311YYY	1	2488H (8*2.5 inch HDD Chassis,With 2*GE and 2*10GE SFP+	Each	**R**
4.2	2131336	2	1500W Enhanced Platinum AC Power Module	Each	**R**
4.3	02312MRH	4	Intel Xeon Gold 6230(2.1GHz/20-Core/27.5MB/125W)Processor	Each	**R**
4.4	6200303	16	DDR4 RDIMM Memory,32GB	Each	**R**
4.5	02312KTE	1	RAID Card,RAID 0,1,5,6,10,50,60,1/10ADM,2GB cache	Each	**R**
4.6	02312GNF	6	SSD,480GB,SATA 6Gb/s,Read Intensive, 2.5inch	Each	**R**
4.7	02311LAU	1	Ethernet Adapter,10Gb Optical Interface,2-Port,SFP+(with 2x Multi-mode Optical Transceiver),	Each	**R**
4.8	6030276	2	FC HBA,16Gb,2-Port,SFP+(with 2x Multi-mode Optical Transceiver)	Each	**R**
4.9	2318169	2	Optical Transceiver,SFP+,10G,Multi-mode Module	Each	**R**
4.10	88111200	1	Premier Service_36Month(s)	Each	**R**

Schedule F: Professional Services

No.	Description	Unit	Year 1 Fixed Price per Unit (Excl. VAT) (Months 1 to 12 of the contract)	Year 2 Fixed Price per Unit (Excl. VAT) (Months 13-24)	Year 3 Fixed Price per Unit (Excl. VAT) (Months 25 to 36)
5.1.	Implementation and Administration Services	Rate per hour	**R**	**R**	**R**
5.2.	Project Management Services	Rate per hour	**R**	**R**	**R**

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

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

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

2. By signing this schedule the partners to the partnership/joint venture/ consortium:

   2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;

   2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

   Account Holder: _____

   Financial Institution: _____

   Branch Code: _____

   Account No.: _____

   2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.

   2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

YES		NO	

1.1 If YES, submit audited annual financial statements:

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

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

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

YES		NO	

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

2.2 If YES, provide particulars:

_____

_____

_____

_____

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

YES		NO	

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	

4.1 If YES, furnish particulars below

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

_____ _____

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

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
3) accept that a contract may not be awarded if the price offered is not market related;
4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified

scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);

7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

Penalty = 0.5 x E(%) x P*

where:

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

P* = Value of the contract

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

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

Penalty = 5/100 x ($B\text{-}BBEE^{a}$ – $B\text{-}BBEE^{t}$) x P*

where:

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

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

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works ☐

Note:

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

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:
   (i) the information furnished is true and correct;
   (ii) the preference claimed is in accordance with the conditions of this schedule;
   (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
   iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

_____ _____

Signature **Date**

_____

Name (PRINT)

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

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 state[1], or
   1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
   1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
   1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
      1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
      1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of tenderer or his or her representative:……..
   .2 Identity Number:……

   3.3 Position occupied in the Company (director, trustee, shareholder[2])……

   3.4 Company or Close Corporation Registration Number:……

   3.5 Tax Reference Number……..

   3.6 VAT Registration Number:……

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in <u>paragraph 4</u> below.

   3.8 Are you presently in the service of the state? **YES / NO**

      3.8.1 If yes, furnish particulars ……

   3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

      3.9.1 If yes, furnish particulars ……

   3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

      3.10.1 If yes, furnish particulars ……

   3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars……

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
3.12.1 If yes, furnish particulars ……..…

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars ……

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars ……

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars ……

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars ……

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the

tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

_____ _____

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

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
- ***(i) any municipal council;***
- ***(ii) any provincial legislature; or***
- ***(iii) the national Assembly or the national Council of provinces;***

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

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

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	

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

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

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

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

YES		NO	

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

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

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

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

_____ _____

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

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

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 0f 2003, and attach it to this schedule.

1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:

a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
b) been convicted for fraud or corruption during the past five years;
c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.

2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

2.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.7.1	If so, furnish particulars:		

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

_____ _____

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

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and

b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

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

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

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

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

_____ _____

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

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

Not Applicable

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of :_____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
   (a) has been requested to submit a tender in response to this tender invitation;
   (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[1] will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

_____ _____

Signature **Date**

_____

Name (PRINT)

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

([1] Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 10: Local Content Declaration / Annexure C

Not Applicable

Schedule 11: Price Basis for Imported Resources

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED					Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Price Schedule
Price Schedule Item No.	Description of Resources	Value in Foreign Currency (A)	Rate of Exchange as at BASE DATE (B)	Value in Rand (A) x (B) (C)	%	Rand (D)	%	Rand (E)	(F)

* State Customs Duty Tariff Reference for each item

Note:

Note that any Resources not inserted in this Returnable Schedule
shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment.
The BASE DATE referred to in column (B) will be7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER: ……

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

Not Applicable

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

Schedule 13: 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 14: 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 15: Information to be provided with the tender

The following information shall be provided with the Tender:

1. Certification documents requested in Schedule 15A, Question 15A.1.3 and 15A.2.9
2. Certification documents requested in Schedule 15B, Question 15B.2.8
3. Certification documents requested in Schedule 15C, Question 15C.1.3 and 15C.2.8
4. Certification documents requested in Schedule15D, Question 15D.1.3 and 15D.2.7
5. Certification documents requested in Schedule 15E, Question 15E.1
6. Certification documents requested in Schedule 15F, Question 15F.1
7. OEM Authorisation/ Accrediation & RRPL as referred to in clause 2.2.1.1.5 of the Eligiblity Criteria.
8. Completion of Technical Schedule as referred to in clause 2.2.1.1.6 of the Eligibility Criteria.

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

Schedule 15A – FUNCTIONALITY: 15A.2.1 – 15A.2.9

(Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

15A.2.1:
Tenderer to detail experience in supporting complex environments. Complex environments are defined as 3 or more integrated SAP production systems of 2000 or more concurrent users. **Only reference the singular site with highest number of integrated systems.**

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Number of integrated SAP systems delivered: _____

Detail experience / Tasks performed

- _____
- _____
- _____
- _____
- _____
- _____
- _____
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- _____

15A.2.2:

Tenderer to detail experience in supporting complex environments with a SAP ISU, / Portal / ECC6 installations in a South African context. Complex environments are defined as 3 or more integrated SAP production systems of 2000 or more concurrent users. Detail exposure.

Reference

Site Reference: _____

Company Name: _____

Contact Name _____

Email address_____

Telephone number_____

Start and end date of contract: _____

Detail experience / Tasks performed

- _____
- _____
- _____
- _____
- _____
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15A.2.3:

Tenderer to list experience in a complex environment with a SAP installation where tenderers are required to provide support for SAP systems. Complex environments are defined as 3 or more integrated SAP production systems of 2 000 or more concurrent users.

Detail Required:

- Database sizes,
- RDBMS platform;
- Number of active SAP users per production system;
- Number of years spent providing support at customer sites running SAP

Please complete the information for the **one customer site** with all or most of the SAP Landscapes as listed below, including reference.

Reference:

Reference Site: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

SAP Prod Environment	No Users	Database size in GB	RDBMS Platform(Database Type)	OS Platform	No of years support
ECC6					
Portals					
SAP PI/XI	N/A				
PSRM					
SAP Mobile					
Other (SAP Hana, CRM, BW, etc.)					

15A.2.4:

Tenderer to provide a comprehensive list of reference sites in South Africa where they have provided capacity expansion services for SAP landscapes including platform migrations i.e. hardware (Hardware Server Migration), operating system (OS Platform Migrations), databases (Database Migration). Detail responsibilities within the project.

NB. These reference sites could be multiple different instances where each individual capacity expansion service was rendered.

Provide:

Reference:

- Site Reference: _____
- Company Name: _____
- Contact Name: _____
- Email address: _____
- Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
- _____
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15A.2.5:

The current SAP environment runs on IBM Power Risc (E980 and E880) Server platform. Tenderer must substantiate their ability to expand the existing hardware to cater for growth. Provide detail and references where this has been performed in the space below. Points will be allocated per number of reference site where services have been delivered.

Site Reference: _____

Company Name: _____

Contact Name _____

Email address_____

Telephone number_____

Detail experience / Tasks performed

- _____
- _____
- _____
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15A.2.6:
The current SAP environment runs on IBM PowerVM platforms with both AIX and Linux operating systems. Tenderers are to list integrating and extending into the existing environment to cater for growth.
Provide detail and references where the above integration and extension tasks have been performed by the tendering entity. Points will be allocted per number of supplied reference sites where services have been delivered.

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

Detail experience / Tasks performed

- _____
- _____
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- _____

15A.2.7:
Tenderer to describe their experience in vendor platforms, related operating systems and storage solutions. References must be provided. Points will be allocted per number of supplied reference sites where vendor implementation services have been delivered.

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

Detail experience / Tasks performed

- _____
- _____
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15A.2.8:
Tenderer to indicate which services they are in the position to offer as per the table below.

Tick Y or N for each one	**Y**	**N**
Administration and Support on IBM Power Risc Hardware		
Administration and Support on IBM SAN Infrastructure		
Implementation and Support for SAP HANA on IBM Power Risc platform		
Administration and Support for AIX Operating Systems		
Spectrum Virtualise implementation and support compatible with IBM storage infrastructure		
Implementation and Support for IBM Power administration software PowerVC		
Implementation and Support for IBM Power administration software PowerSC		
Implementation and Support for IBM Power administration software PowerHA		
IBM GPFS implementation and Support		

15A.2.9:

Tenderer to provide details on the number of years of experience in supporting the IBM AIX OS, IBM AIX Software, and IBM Hardware on Power platform. Points will be allocated on the number of years of relevant experience.

	Number of years of experience
IBM AIX OS	
IBM AIX Software	
IBM Hardware	

Schedule 15B – FUNCTIONALITY: 15B.2.1 – 15B.2.8

(Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

15B.2.1:

Tenderer to detail experience in complex storage environments. A complex storage environment is defined as 3 or more integrated SAP production systems with a SAP installation of 2000 concurrent users or more. **Only reference the singular site with highest number of integrated systems.**

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Number of integrated SAP systems delivered: _____

Detail experience / Tasks performed

- _____
- _____
- _____
- _____
- _____
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- _____

15B.2.2:
Tenderer to detail experience in complex storage environments with SAP on Linux, UNIX or Wintel OS platforms.
A complex storage environment is defined as 3 or more integrated SAP production systems with a SAP installation of 2000 concurrent users or more.
Detail exposure to SAP ISU / Portal / ECC6, in a South African context.

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
- _____
- _____
- _____
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15B.2.3.

Tenderer to list experience in complex storage environments with a SAP installation where you are required to provide support for SAP systems. A complex storage environment is defined as 3 or more integrated SAP production systems with a SAP installation of 2000 concurrent users or more.

Detail required:

- Database sizes,
- RDBMS platform;
- Number of active SAP users per production system;
- Number of years spent providing support at customer site running SAP.

Tenderers are to populate information for the **one customer site** with all or most of the SAP landscapes as listed below, including information for the reference.

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

SAP Production Environment	Number of Users	Database size in GB	RDBMS Platform	OS Platform	No of years support
ECC6					
Portals					
SAP PI/XI	N/A				
PSRM					
SAP Mobile					
Other (SAP Hana, CRM, BW, etc.)					

15B.2.4:
Tenderer to provide a comprehensive list of reference sites in South Africa where they have provided capacity expansion services for SAP landscapes including platform migrations e.g. **hardware (Hardware Server Migration)**, **operating system (OS Platform migration)**, **databases** (Database migrations).

Detail responsibilities within each project, as follows:

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
- _____
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15B.2.5:

The City's current SAP environment is on IBM Power Series server platform with IBM and Huawei Enterprise SAN. Confirm whether the proposed alternative Server infrastructure integrate with the existing environment to cater for growth.

Provide detail and references where this type of integration was performed. Points will be allocated per number of reference sites where services have been delivered.

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

15B.2.6:
Tenderer to describe their experience in implementing and supporting multi-vendor platforms, operating systems and storage solutions. Experience may be across multiple customer sites. Tenderers are to provide references.
Points will be allocated per number of vendor implementations delivered per relevant platform.

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

Detail experience / Tasks performed

- _____
- _____
- _____
- _____
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- _____
- _____

15B.2.7:
Tenderer to indicate which of the services listed below they are in a position to offer for the duration of this contract.

	Y	N
Storage Virtualization implementation and support compatible with IBM and Huawei Enterprise SAN		
Administration and Support on proposed Alternate Server Infrastructure		
Administration, Configuration and Support on IBM Power Hardware or compatible Infrastructure		

15B.2.8.
Tenderer to provide a detailed list of their applicable certifications. Documentary proof of certification and years of experience must be included in with the tender submission. All relevant certification documents to be attached hereto.

	Number of years of experience
IBM AIX OS	
IBM AIX Software	
IBM Hardware	

Schedule 15C – FUNCTIONALITY: 15C.2.1 – 15B.2.9

(Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

15C.2.1:

Tenderer to detail experience in supporting complex environments. Complex environments are defined as 3 or more integrated SAP production systems of 2000 or more concurrent users.
Only reference the singular site with highest number of integrated systems.

Reference:

Site Reference: _____

Company name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
- _____
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15C.2.2:
Tenderer to detail experience in complex storage environments with a SAP ISU / Portal / ECC6 installations. Complex environments are defined as 3 or more integrated SAP production systems of 2000 or more concurrent users.

Detail exposure.
Reference:

Site Reference: _____

Company Name:_____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

Detail experience / Tasks performed

- _____
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15C.2.3.
Tenderer to list experience in complex environments with a SAP installation where support for SAP systems were required. Complex environments are defined as 3 or more integrated SAP production systems of 2000 or more concurrent users.

Detail Required:

- Number of users supported
- Database sizes,
- RDBMS platform;
- List OS Platforms supported (AIX, Linux, Window, Other)
- Number of years spent managing SAP at customer sites

Tenderers are to detail below the **one customer site** with all or most of the SAP Landscapes as listed below, including reference.

Reference:

Site Reference: _____

Company Name:_____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

SAP Prod Environment	**No of Users supported**	**Database size in GB**	**RDBMS Platform**	**OS Platform**	**No of years spent managing SAP at customer sites**
ECC6					
Portals					
SAP PI/XI	N/A				
PSRM					
SAP Mobile					
Other (SAP Hana, CRM, BW, etc.)					

15C.2.4:

Tenderer to provide a comprehensive list of reference sites in South Africa where capacity expansion services for SAP landscapes including platform migrations i.e. hardware (Hardware Server Migration), operating system (OS Platform Migrations), databases (Database Migration) were completed.

Detail responsibilities within each project as follows:

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

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15C.2.5:

The current SAP environment is based on an IBM Enterprise software defined storage platform which includes:

- IBM's A9000R,
- All Flash and
- Storwize enterprise storage products.

Tenderers who indicated that they are able to expand the existing SAN environment to cater for growth are to provide details and references where this has been successfully accomplished. Points will be allocated per number of reference sites where services have been delivered.

Reference:

Site Reference: _____

Company Names: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
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15C.2.6:

The current SAP Server environment runs on IBM PowerVM virtualization platforms with both AIX and Linux operating systems.

Tenderers who indicated that they are able to integrate Spectrum virtualise SAN Storage into the City's existing Server environment to cater for growth must provide detail and references this was integration was successfully executed. Points will be allocated per number of reference sites where services have been successfully delivered.

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

Detail experience / Tasks performed

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15C.2.7:
Tenderer to describe their experience in successfully integrating, implementing and supporting IBM platform with other vendor platforms, operating systems and storage solutions.
Tenderers are to provide references. Points will be allocated per number of vendor implementations delivered per relevant platform.

Reference:

Site Reference: _____

Company Name: _____

Contact Name _____

Email address_____

Telephone number_____

Start and end date of contract: _____

Detail experience / Tasks performed

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15C.2.8:
Tenderer to indicate which services listed below they are in a position to offer for the period of the contract.

Documentary proof and experience must be included and attached hereto.

Tick Y or N for each one	**Yes**	**No**
Administration and Support on IBM Power Risc Hardware		
Administration and Support on proposed SAN Infrastructure		
Implementation and Support for SAP HANA on IBM Power Risc platform		
Administration and Support for AIX Operating Systems		
Spectrum Virtualise implementation and support compatible with IBM storage infrastructure		
Implementation and Support for IBM Power administration software PowerVC		
Implementation and Support for IBM Power administration software PowerSC		
Implementation and Support for IBM Power administration software PowerHA		
IBM GPFS implementation and Support		

15C.2.9:
Tenderers are to provide details on the number of years of experience in supporting the IBM AIX OS, IBM, SAN Storage, and SAN Fabric.

Tenderers will be allocated points on the number of years of relevant experience.

All relevant certification documentation to be attached hereto.

	Number of years of experience
IBM AIX OS	
IBM SAN Storage	
SAN Fabric	

Schedule 15D – FUNCTIONALITY: 15D.2.1 – 15D.2.7

(Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)

15D.2.1:

Tenderers are to detail experience in complex storage environments, where a complex environment is defined as 3 or more integrated SAP Production systems with a SAP installation of 2000 concurrent users or more.

Points will be allocated per number of integrated systems successfully delivered.

Reference:

Site Reference: _____

Company Name: _____

Contact Name _____

Email address_____

Telephone number_____

Detail experience / Tasks performed

- _____
- _____
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15D.2.2:
Tenderer to detail experience in complex storage environments with SAP ISU / Portal / ECC6 platforms where a complex environment is defined as 3 or more integrated SAP Production systems with a SAP installation of 2000 concurrent users or more.

Detail exposure.
Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

Detail experience / Tasks performed

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15D.2.3:

Tenderer to list experience in complex storage environments with a SAP installation where SAP support systems is required; where a complex environment is defined as 3 or more integrated SAP Production systems with a SAP installation of 2000 concurrent users or more.

Detail Required:

- Number of users supported
- Database sizes,
- RDBMS platform;
- OS Platforms supported (AIX, Linux, Windows, Other)
- Number of years spent managing SAP at customer sites

Tenderers are to list **one customer site** with all or most of the SAP Landscapes as listed below, including reference.

References:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Start and end date of contract: _____

SAP Production Environment	No Users supported	Database size in GB	RDBMS Platform	OS Platform	No of years managing SAP at customer sites
ECC6					
Portals					
SAP PI/XI	N/A				
PSRM					
SAP Mobile					
Other (SAP Hana, CRM, BW, etc.)					

15D.2.4:

Tenderers are to provide a comprehensive list of reference sites in South Africa where successful capacity expansion services for SAP landscapes including platform migrations were completed.

E.g. Hardware (Hardware Server Migration), operating system (OS Platform Migrations), databases (Database Migration).

Detail responsibilities within each project in addition to the above question as per below:

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

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15D.2.5:

The current SAP environment is on an IBM Enterprise storage platform which includes IBM Flash and Storwize enterprise storage products. The tenderer must indicateif the alternate hardware integrates into the existing SAN environment to cater for growth.

Tenderers are to provide detail and references of successful integration. Points will be allocated per number of reference sites where such services have been successfully delivered.

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

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15D.2.6:

Tenderer is to describe their experience in implementing and supporting multi-vendor platforms, operating systems and storage solutions.

Experience may be across multiple customer sites. Points will be allocated per number of successful vendor implementations delivered, as per below:

Reference:

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

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15D.2.7: Tenderers are to indicate which services listed below they are in the position to offer for the period of the contract. Documentary proof must be attached hereto.		
	Y	**N**
Storage Virtualization implementation and support compatible with IBM Enterprise SAN infrastructure		
Administration and Support on IBM or compatible SAN Infrastructure		
Administration and Support on IBM Power Hardware or compatible Infrastructure		

Schedule 15E – FUNCTIONALITY: 15E.1.1 – 15E.1.9 (Refer to paragraph 2.2.1.1.4 of the Eligibility Criteria)	
15E.1.1: Tenderer to indicate their OEM Partner Status in the x86 server environment and provide a letter or certificate from the manufacturer as evidence, attached hereto.	
OEM Lenovo Partner Status	**Tick the appropriate option**
OEM Platinum or Gold partner Status	
OEM Silver Partner Status	
OEM Authorised Partner Status	
No OEM partner Status	

15E1.2:

Tenderers are list their years of experience in successfully implementing and integrating x86 servers to an Enterprise IBM SAN infrastructure with organisations that are of the same or greater size as the City of Cape Town.
Reference organisations with a user base in excess of 15 000 users.

The reference site with the longest number of years' successful implementation and integration will be used for the purposes of scoring.

Reference:

Start and end date of Contract: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
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15E1.3:

Tenderers are to describe having successfully deployed the MS Windows Server Operating Systems to multiple servers on the same Local Area Network (LAN) / Wide Area Network (WAN).

Points will be allocated for referencing processes and technology with the elements of centralization, bulk deployment, automation and repeatability. Tenderers are to provide references as follows:

Reference:

Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
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15E1.4:

Tenderers are to list relevant experience in the successful planning and implementation of the Lenovo toolsets, performing the management of Lenovo servers. Reference is made to software tools and protocols used for the deployment of firmware, hardware monitoring /fault alerting of Lenovos X86 servers.

Tenderers are to provide contactable reference sites as follows:

Reference:

a) **Delivery date:** _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) **Detail experience / Tasks performed**

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
- _____
- _____
- _____

15E.1.5:

Tenderers are to list their experience in the successful infrastructure planning and implementation of a Microsoft Exchange environment, with 15 000 users or more.

Tenderers are to provide contactable references as follows:

Reference:

a) Delivery date: _____

Site Reference: _____

Company Name _____

Contact Name _____

Email address_____

Telephone number_____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
- _____
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15E.1.6:

A) Tenderers are to provide contactable references of successfull implementation of a complex SQL farm, preferably a 2014/2016 farm environment, (three or more instances)

B) Number of co-hosted systems (SQL instances).

Reference:

a) Delivery date:_____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) Number of Co-hosted system

- _____
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15E.1.7:

Tenderers are to list their experience in the successful infrastructure planning and hardware implementation of MS SharePoint in a highly distributed computing environment, which is defined as 15 000 users or more.

Tenderers are to list the tasks performed (Planning, implementation processes); and provide contactable reference sites as follows:

Reference:

a) Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
- _____
- _____
- _____
- _____

15E.1.8:

Tenderers are to list their experience in setting up Open source platforms or applications within an enterprise environment, which is defined as 15 000 users or more.
Tenderers are to indicate the tasks performed (Planning, implementation processes) and provide contactable reference sites as follows:

Reference:

a) Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
- _____
- _____
- _____
- _____

15E.1.9:

Tenderers are to list their experience in the successful planning and implementing of virtualisation technologies, including MS Hyper-V technologies within an enterprise environment of 15 000 or more users.

Tenderers are to provide references as follows:

Reference:

a) Site Reference: _____

Company Name: _____

Contact Name _____

Email address_____

Telephone number_____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
- _____
- _____
- _____
- _____

SCHEDULE 15F – FUNCTIONALITY: 15F.1.1 – 15F.1.9

(REFER TO PARAGRAPH 2.2.1.1.4 OF THE ELIGIBILITY CRITERIA)

15F.1.1:

Tenderes are to define the categories/ranking levels of a channel partner, of the proposed Original Equipment Manufacturer (OEM) bid for, in this (Schedule F).

Tenderers are to indicate their respective ranking, and provide a letter or certificate from the OEM as evidence; attached hereto.

Define OEM Partner categories/Ranking	
Level 4 equivalent to platinum	
Level 3 equivalent to gold	
Level 2 equivalent to silver	
Level 1 equivalent to bronze	
Level 0 no partner status	

Tenderers applicable Level :

15F.1.2:

Tenderers are to list their experience in implementing and integrating their Fusion x86 servers to an Enterprise IBM SAN infrastructure, bearing in mind that the x86 servers will be sharing this storage with other operating systems.

Reference:

- Start and end date of Contract: _____
- Site Reference: _____
- Company Name: _____
- Contact Name: _____
- Email address: _____
- Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
- _____
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- _____
- _____

15F.1.3:

Tenderers are to describe how they have successfully deployed the MS Windows Server Operating Systems to multiple servers on the same Local Area Network (LAN) / Wide Area Network (WAN).

Points will be allocated for referencing processes and technology with the elements of centralization, bulk deployment, automation and repeatability.

Tenderers are to provider references as follows:

Reference:

Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

Detail experience / Tasks performed

- _____
- _____
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15F.1.4.a):

Tenderers are to name the software tools and protocols used for the successful deployment of firmware and hardware monitoring/alerting. Tenderers are to describe the options (centralisation, bulk deployment, fully automated and repeatable) available to perform the hardware management of the Fusion X86 servers

a) Software Tool Name: _____

Protocol: _____

OEM Hardware Management Functionality	Yes	No
Excellent –Centralized, bulk deployment, fully Automated & Repeatable		
Very good – Centralized, bulk deployment, Repeatable		
Satisfactory – Centralized, Repeatable		
Weak – Centralized & Manual		
Poor – Decentralized & Manual		

15F.1.4.b):

Tenderers are to include the support and options (centralisation, bulk deployment, fully automated and repeatable) available for Lenovo / Fusion x86 server hardware. Tenderers are to make reference to software tools and protocols used for the successful deployment of Firmware and Hardware monitoring/Alerting.

a) Software Tool Name: _____

Protocol: _____

Support for Lenovo / Fusion X86 Server	Yes	No
Centralized, bulk deployment, fully Automated & Repeatable		
Centralized, bulk deployment, Repeatable		
Centralized, Repeatable		
Centralized & Manual		
Decentralized & Manual		
No support for Lenovo or IBM X86 servers		

15F.1.5:

Tenderers are to list their experience in the successful infrastructure planning and implementation of a Microsoft Exchange environment, with 15000 users or more.

Tenderers are to provide contactable references, as follows:

Reference:

a) Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
- _____
- _____
- _____
- _____

15F.1.6. a):

Tenderers are to provide references where a complex SQL farm was successfully implemented, preferably a 2014/2016 farm environment. (three or more instances)

Reference:

a) Delivery date:_____

Site Reference: _____

Contact Name: _____

Email address: _____

Telephone number: _____

15F.1.6. b)

b) Number of Co-hosted system

- _____

15F.1.7:

Tenderers to detail experience in the successful infrastructure planning and hardware implementation of MS SharePoint in a highly distributed computing environment, which is defined as 15000 users or more.

Tenderers are to describe the tasks performed (Planning, implementation processes). Provide contactable references.

Reference:

a) Delivery date: _____

Site Reference: _____

Contact Name _____

Email address_____

Telephone number_____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
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- _____
- _____

15F.1.8:

Tenderers are to detail their experience in setting up successful Open source platforms or applications within an enterprise environment.

Tenderers are to describe the tasks performed (Planning, implementation processes). Provide contactable references.

Reference:

a) Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
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15F.1.9:

Tenderers are to detail their experience in the successful planning and implementing of virtualisation technologies, including MS Hyper-V technologies within an enterprise environment of 15000 or more users, providing contact references as follows:

Reference:

a) Delivery date: _____

Site Reference: _____

Company Name: _____

Contact Name: _____

Email address: _____

Telephone number: _____

b) Detail experience / Tasks performed

- Planning: _____
- _____
- _____
- _____
- _____

- Implementation: _____
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SCHEDULE 15G – ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTHORISATION/ ACCREDITATION
&
OEM RECOMMENDED RETAIL PRICE LIST

(Refer to paragraph 2.2.1.1.5 of the Eligibility Criteria)

Tenderers are to submit, either with their tender submission or attached hereto; proof of authority from the OEM to sell/maintain/ support the products of the OEM or copyright holder.

In addition, tenderers are to submit, either with their tender submission (attached to Schedule 15G), or within a specified timeframe after being requested to do so; the Recommended Retail Price (RRP) used for tendering purposes

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

SCHEDULE 15H – TECHNICAL SCHEDULE

(Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria)

15A Schedule A: Enterprise Servers

15A.1 Mandatory Questions	Yes	No
15A .1.1 The current SAP environment runs on IBM Power Risc (E980 and E880) Hardware platform. Tenderer to confirm their ability to expand the existing Server environment to cater for growth in the abovementioned environment.		
15A .1.2 The current SAP environment runs on IBM PowerVM virtualization platforms with both AIX and Linux operating systems. The tenderer must indicate whether they are able to integrate into the existing environment to cater for growth.		
15A.1.3 Provide IBM certification relevant to IBM Power Hardware and Software, attaching copy thereof hereto.		

15B Schedule B: Alternative Solution Enterprise Server

15B.1 Mandatory Questions	Yes	No
15B.1.1 Is the tendering entity certified in the alternate hardware being proposed?		
15B.1.2 Is the tendering entity certified in the Operating System (OS) software that can run on the proposed hardware?		
15B.1.3 The City's current SAP environment is on IBM Power Series server platform and IBM and Huwei Enterprise SAN. Can your proposed alternative server hardware fully integrate with the existing SAN environment to cater for growth?		
15B.1.4 Does the proposed alternative server infrastructure and technologies have a certified SAPS performance benchmark rating of running at least 900 000 SAPS, with an average response of under 1 second? Please list submission identifier: _____		

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

SCHEDULE 15H – TECHNICAL SCHEDULE (Refer to paragraph 2.2.1.1.6 of the Eligibility Criteria)		
15C Schedule C: Enterprise SAN Storage		
15C.1 Mandatory Questions	**Yes**	**No**
15C.1.1 The current SAP SAN architecture is on an IBM Software Defined Storage platform. Can your offer expand on the City's existing SAN environment with or without IBM Software Defined Storage to cater for growth?		
15C.1.2 The current SAP Server environment runs on IBM PowerVM virtualization platforms with both AIX and Linux operating systems. The tenderer must indicate whether they are able to integrate Storage into the existing Server environment to cater for growth.		
15C.1.3 Provide IBM certification relevant to IBM SAN technologies. Insert required attached hereto.		
15D Schedule D: Alternative Solution for Enterprise SAN Storage		
15D.1 Mandatory Questions	**Yes**	**No**
15D.1.1 The current SAP SAN architecture is on an IBM Enterprise software defined storage platform. Can your offer expand on the City's existing SAN environment to cater for growth?		
15D.1.2 The current SAP Server environment runs on IBM PowerVM virtualization platforms with both AIX and Linux operating systems. The tenderer must indicate whether they are able to integrate Storage into the existing Server environment to cater for growth.		
15D.1.3 Provide certification relevant to proposed Huawei SAN technologies attached hereto.		

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

TENDER: 293G/2021/22

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF ICT ENTERPRISE SERVERS, STORAGE & ASSOCIATED SERVICES

CONTRACT PERIOD: 36 MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

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

'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).

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

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

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

15. Warranty

Add to Clause 15.2:

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

16. Payment

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

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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

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

Add the following after clause 16.4

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

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

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **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 be subject to contract price adjustment and the following conditions will be applicable as per Schedule 8 of the tender.

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.

17.53.2 Adjustment for variations in customs surcharge and customs duty

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

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not

described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

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

The penalty for this contract shall be as per clause 1.2 of the Service Level Agreement.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

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

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

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

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

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

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

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

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

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

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall

any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

a) hand delivered – on the working day of delivery
b) sent by registered mail – five (5) working days after mailing
c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

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

(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

FORM OF GUARANTEE / PERFORMANCE SECURITY
GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of Guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

Amount in words: .....

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Guarantee/Performance Security is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.

12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

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

International Banks (with branches in South Africa)
Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance Companies
American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa
Limited Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
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

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

Physical address of guarantor: .....

"Supplier" means: .....

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

Amount in words: .....

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

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

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

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

Amount in words: .....

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.

2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.

3. The Guarantor hereby acknowledges that:

3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

3.2 its obligation under this Advance Payment Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the City of Cape Town the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:

4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum advanced by the City of Cape Town has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and

5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. The City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

11. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

12. This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

(10.1) ADVANCE PAYMENT SCHEDULE

This Advance Payment Schedule is to be read in conjunction with clause 16.6 in the SCC. The purpose of this schedule is to itemise specific plant and materials for which the CCT is prepared to make advance payment to the supplier, subject to the conditions below.

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

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

Conditions:

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

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I, ……...…….....…… , representing

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

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

COID ACT Registration Number: …….

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

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

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

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

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

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

_____	_____
Witness	**Mandatary**

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

_____	_____
Witness	for and on behalf of City of Cape Town

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

Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

13.1 TRADE NAMES OR PROPRIETARY PRODUCTS

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"

13.2 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

13.3 FORMS FOR CONTRACT ADMINISTRATION

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

a) Monthly Project Labour Report **(Annex 3)**.
b) B-BBEE Sub-Contract Expenditure Report **(Annex 4)**.
c) Joint Venture Expenditure Report **(Annex 5)**.

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

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

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

13.3 Schedule A: Enterprise Servers

The City's strategy is to consolidate, where possible, the City's two Data Centres by leverage the existing strategic investment in SAP and Microsoft technologies.

The City of Cape Town runs its business critical applications on IBM Power RISC technologies. It is the desire of the City to expand the Enterprise Server environment in order to ensure the City remains responsive to and competitive in the current marketplace. The City has chosen to leverage off its existing Infrastructure investment hosting the SAP environment.

The requirement is to maintain the existing base, expand, as well as taking advantage of the latest hardware offerings that are available

13.4 Schedule B: Alternative Solution Enterprise Server Infrastructure

The City's strategy is to consolidate where possible within the City's two Data Centres and leverage the existing strategic investment in SAP and Microsoft technologies.

The City of Cape Town runs it business critical applications on IBM Power technologies. It is the desire of the City to expand the server environment in order to ensure the City remains responsive and competitive in the market place.

The city has chosen to leverage off its existing Infrastructure investment hosting the SAP environment. The requirement is to maintain the existing base, expand, as well as taking advantage of the latest non-IBM Server Infrastructure offerings that are available.

This section is specifically to have access to non-IBM Server alternatives

13.5 Schedule C: Enterprise SAN Storage

The City's strategy is to consolidate where possible within the City's two Data Centres and leverage the existing strategic investment in SAP and Microsoft technologies.

Data is being consolidated to the City's Data Centres as part of the strategy to migrate from file serving to Document Management Systems (DMS).

The City of Cape Town runs it business critical applications on IBM storage technologies. It is the desire of the City to expand the storage environment in order to ensure the City remains responsive and competitive in the market place.

The city has chosen to leverage off its existing Infrastructure investment hosting the SAP environment. The requirement is to maintain the existing base, expand, as well as taking advantage of the latest hardware offerings that are available.

13.6 Schedule D: Alternative Solution for Enterprise SAN Storage

The City's strategy is to consolidate where possible within the City's two Data Centres and leverage the existing strategic investment in SAP and Microsoft technologies.

Data is being consolidated to the City's Data Centres as part of the strategy to migrate from file serving to Document Management Systems (DMS).

The City of Cape Town runs it business critical applications on IBM Enterprise SAN technology. It is the desire of the City to expand the storage environment in order to ensure the City remains responsive and competitive in the market place.

The city has chosen to leverage off its existing Infrastructure investment hosting the SAP environment. The requirement is to maintain the existing base, expand, as well as taking advantage of the latest non-IBM SAN Infrastructure offerings that are available.

This section is specifically to have access to Huawei Enterprise SAN

13.7 Schedule E: X86 Servers Lenovo

The City's strategy is to consolidate where possible to its two primary Data Centres and leverage off the existing strategic investment in SAP, Microsoft, IBM and Lenovo technologies.

The City has a widely distributed Microsoft environment which is primarily hosted on Lenovo system SR and X series servers. These include Blade, Rack and Tower form factors.

Data is consolidated to the City's primary Data Centres as per its strategy to centralise data to Document Management Systems (DMS). It is the desire of the City to have minimal infrastructure in the distributed computing environments, and consolidate the bulk of its server infrastructure into enterprise class servers within the City's two Data Centres, for the hosting of services and data. Many of these servers connect to either the IBM Enterprise SAN infrastructure.

The following is a short list of some of technologies hosted by these servers:

- Windows Server 2012 R2/ 2016 /2019
- Active Directory
- Exchange 2013 DAG
- SharePoint 2013 / 2016
- Microsoft Lync 2013 / Skype for Business
- TMG / UAG
- GIS
- MS SQL 2012 /2014
- Oracle
- Open source software

In addition to the two main data centres, the City will house medium to lower end servers at a number of its remote sites. The remote sites may cater between 20 and 500 users per site. These servers are built on the MS Windows Server 2012 R2 Hyper-V technology. A physical host may house between 2 and 4 guest virtual machines.

The following is a short list of some of technologies hosted by the "remote site" servers:

- Windows Server 2012 R2
- DNS / WINS/ DHCP
- File (MS Branch Cache) and Print Services
- MS SCCM

The requirement is to maintain the existing base, expand, as well as taking advantage of the latest hardware offerings that are available.

13.8 Schedule F: Alternative Solution - X86 Servers - Fusion

The City's strategy is to consolidate where possible to its two primary Data Centres and leverage off the existing strategic investment in SAP, Microsoft, IBM, Lenovo and Huawei technologies.

The City has a widely distributed Microsoft environment which is primarily hosted on Lenovo system SR and X series servers. These include Blade, Rack and Tower form factors.

Data is being consolidated to the City's Data Centres as part of the strategy to migrate from file serving to Document Management Systems (DMS). It is the desire of the City to have minimal infrastructure in the distributed computing environments, and consolidate the bulk of its server infrastructure into enterprise class servers within the City's two Data Centres, for the hosting of services and data. Many of these servers connect to either the IBM Enterprise SAN infrastructure.

The following is a short list of some of technologies hosted by these servers:

- Windows Server 2012 R2, 2016 /2019
- Active Directory
- Exchange 2013 DAG
- SharePoint 2013 / 2016
- Microsoft Lync 2013 / Skype for Business
- TMG / UAG
- GIS
- MS SQL 2008 / 2012 /2014
- Oracle
- Open source software

In addition to the two main data centres, the City will house medium to lower end servers at a number of its remote sites. The remote sites may cater between 20 and 500 users per site. These servers are built on the MS Windows Server 2012 R2 Hyper-V technology. A physical host may house between 2 and 4 guest virtual machines.

The following is a short list of some of technologies hosted by the "remote site" servers:

- Windows Server 2012 R2
- Active Directory
- DNS / WINS/ DHCP
- File (MS Branch Cache) and Print Services
- MS SCCM

The requirement is for new implementations taking advantage of the latest hardware offerings that are available.

(14.1) Monthly Project Labour Report (Example)

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 empl current month. A certied ID copy must accompany this la

10 Was the beneficiary sourced from the City's job seeker c

11 The contract end date as stated in the beneficiary's emp

12 Where a beneficiary has not worked in a particular mont reflected on this form at all for the month in question.

13 Training will be recorded separately from normal working exceed the maximum of 23 days per month

14 Workers earning more than the maximum daily rate (cur shall not be reflected on this form at all.

Submission of Forms

15 Signed hardcopy forms must be scanned and submitted electronic (.pdf) format, together with the completed form

16 Scanned copies of all applicable supporting documentat each monthly project labour report. Copies of employme only required in respect of new beneficiaries.

17 If a computer is not available hardcopy forms and suppo

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/m

TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)

R													

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month

	(8)	(8)	(8)	(9)			(10)	
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (**P***)	R	B-BBEE Status Level of Prime Supplier	

Name of Sub-contractor (list all)	**B-BBEE Status Level of supplier[1]**	**Total value of Sub-contract (excl. VAT)[1]**	**Value of Sub-contract work to date (excl. VAT)[1]**	**Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier**
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of **P***	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: ..... **Date:** .....

Verified by CCT Project Manager: _____ **Date:** .....

(14.3) Partnership/ Joint Venture (JV) / Consortium/ Expenditure Report (Pro Forma)

TENDER NO. AND DESCRIPTION: .....

SUPPLIER: .....

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (**P***)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	

Name of partners to the Partnership/ JV / Consortium (list all)	**B-BBEE Status Level of each partner at contract award**	**Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement[1]** **A**	**Total value of partner's contribution (excl. VAT)[1]** **B = A% x P***	**Value of partner's contribution to date (excl. VAT)[1]** **C**	**Value of partner's contribution as a percentage of the work executed to date** **D = C/P*x100**
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

[1]Documentary evidence to be provided

Signatures

Declared by supplier to be true and correct: _____ **Date:** .....

Verified by CCT Project Manager: ..... **Date:** .....

(15) PERFORMANCE LEVEL SERVICE MANAGEMENT

1. Service Roles and Responsibilities

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

City of Cape Town

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

SERVICE LEVELS

1.1.1 These Service Levels are the minimally acceptable level of service as detailed hereunder for the Services and failure to comply may give rise to the calculation of Service Penalties and they may give rise to a Service Level Termination Event.

1.1.1.1 Any failure to meet a Service Level is unacceptable and may constitute a material breach of the Supplier's obligations.

1.1.1.2 Maximum Delivery Period - on-site within six weeks of order date. Failure to comply may result in defaulting the preferred supplier and ultimately, suspension.

1.2 SERVICE LEVEL MEASUREMENTS

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

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

The Service	The Service Level	The Service Level Measure	The Grief Points
Solution design proposals	On request from the City the service provider must provide a solution design proposal with quotation for new goods	Solution Proposal within ten business days	1 point per request not met
Quotations	On request from the City the service provider must provide a quotation for support and maintenance for existing equipment	Quotation within seven working days	1 point per request not met
Support and maintenance	The service provider will ensure that the fault is remediated or the equipment which is covered by support and maintenance is replaced.	• Replace faulty equipment within five working days • Remediate configuration issues within three working days	5 points per request not met
Performance Measurements	Delivery status report	Delivery status report for each month to be received in first week of new month	1 point per request not met

1.3 FREQUENCY FOR REPORTING COMPLIANCE OF THE SERVICE LEVEL

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

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

1.4 SERVICE PENALTY

1.4.1 In each case of a failure to satisfy a Service Level, the Supplier will satisfy the applicable Service Level at the earliest date.

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

1.5 SERVICE PENALTY CALCULATION

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

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

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

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

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

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

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

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

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

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

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

1.6 SERVICE LEVEL TERMINATION EVENT

1.6.1 A Service Level termination event occurs on the 3rd (third) claiming by the City of a Service Penalty in any rolling 12-month period or in the event of the supplier not being able to render a service or part thereof for a period of three (3) days (continuous).

1.6.2 The occurrence of a Service Level Termination Event constitutes a material breach of the Supplier's performance obligations under this Agreement and gives the City the right to terminate this Schedule or the Agreement for a Supplier event of default.

1.6.3 Once a Service Level Termination Event has occurred, the City shall be entitled to cancel the Agreement without having to pay any of the Supplier's stranded or other costs.

1.6.4 Any decision to waive this obligation shall be at the sole discretion of the City.